



Amendment No. 6
to
Agreement No. 4700 NG180000002
for
Social Services
between
PROJECT TRANSITIONS, INC.
and the
CITY OF AUSTIN

***Housing Opportunities for Persons With AIDS (HOPWA) Grant
CFDA # 14.241***

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (October 1, 2017 - September 30, 2018)	n/a	\$ 354,415.34
Amendment No. 1: Modify Program Exhibits	\$ 0	\$ 354,415.34
Amendment No. 2: Exercise Extension Option #1 (October 1, 2018 - September 30, 2019)	\$ 401,016	\$ 755,431.34
Amendment No. 3: Exercise Extension Option #2 (October 1, 2019 - September 30, 2020)	\$ 453,035	\$ 1,208,466.34
Amendment No. 4: Add Grant Funds to Agreement and Modify Program Exhibits	\$ 74,262	\$ 1,282,728.34
Amendment No. 5: Exercise Extension Option #3 (October 1, 2020 - September 30, 2021)	\$ 510,293	\$ 1,793,021.34
Amendment No. 6: Modify Program Exhibits	\$ 0	\$ 1,793,021.34

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new
Exhibit A.1 -- Program Work Statement [Revised 1/26/2021]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety
and replaced with a new **Exhibit A.2 -- Program Performance for HIV Service Category**
[Revised 1/26/2021]

Exhibit B.1 -- Program Budget and Narrative for HIV is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative for HIV** [Revised 1/26/2021]

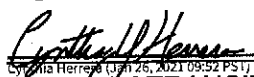
Exhibit F -- Federal Award Identification is deleted in its entirety and replaced with a new **Exhibit F -- Federal Award Identification** [Revised 1/26/2021]

- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City's Living Wage Resolution No. 20160324-020, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



PROJECT TRANSITIONS, INC.
Cynthia Herrera, Executive Director
7101 Woodrow Ave., Unit B
Austin, TX 78757

Date: 1/26/2021

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 2/01/2021

Program Work Statement

Client Access

Project Transitions (PT) receives requests for housing most every day. These calls and emails come from case managers at local service organizations and from clients themselves. All requests are funneled through the Director of Client Services (DOC). During this first call, initial eligibility is assessed. As there are many calls from the community, the first issue discussed is HIV status. Potential clients not HIV-positive are referred to other housing resources. Discussion then turns to housing need, specifically talk about where the client is currently living and their housing needs, or homelessness history. This is followed by a program overview and a discussion of the waitlist. PT currently administers 2 housing wait lists, based on household size. Mirroring the HIV epidemic, the 1-bedroom waitlist far exceeds the 2-bedroom waitlist.

At this writing, PT has suspended the housing waitlist due to the relocation of current residents, demolition of the property and the rebuilding expansion. Once the new building opens all relocated households will be returned. Following this step, the organization will turn to the existing waitlist to fill available apartments. The organization is presently looking into a web portal for all new incoming housing requests with marketing of the new property to community partners (e.g., other AIDS Service Organizations, ECHO and other housing agencies).

Service Linkage, Referral, and Collaboration Access

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The goal of Supportive Services is to enable the PLWHA to maintain permanent stable housing. All of PT's HIV-positive residents were homeless or marginally housed upon admission. In their lifetimes, many have never had a place of their own or good role models for maintaining housing. PT services help build the pathway to permanent housing through independent living skills to achieve self-sufficiency and addressing barriers to resource acquisition. Managing one's own health is a key program goal. Housing staff use a variety of methods to ensure PLWHA residents remain in care and medication adherent. These include discussion of the issues at monthly individual housing meetings with the PLWHA, client observation, ARIES inquiry and other resident reports. Housing specialists support retention in care through these discussions and through assistance setting appointments, medical transportation, substance use assessments and connection to substance use resources. Other referrals and connection to community resources include benefit access, employment, job training and budgeting, with an emphasis on budgeting prioritization. When a client is identified as potentially not in care, these residents become priority and are connected to the Doug's House nurse or other resources to ensure care and adherence are maintained.

During the COVID-19 epidemic, staff continue to interact with residents over the phone or in outdoor face-to-face meetings with masks and social distancing.

Client Input and Involvement

Client and family involvement in services is a central principle in the housing program. Although assessments and staff input are considered, housing plans (termed care plan in other programs) are guided by the resident's individual choices and their own thoughts about their quality of life. For example, when working to access affordable housing options, the PLWHA is free to choose what areas of town, neighborhoods and housing complexes they wish to consider. While retention in care is a program requirement, clients can choose their own health care provider. Life skills are another program requirement where the client is involved in the decision-making process and in is the driver's seat to choose their own path.

Formal methods of obtaining consumer feedback include:

- a. Individualized Plans of Care – housing and supportive services plans are reviewed in monthly meetings with the client and housing specialist. Plan goals, objectives and action steps are created and revised based on the individualized needs and wants of the client. Each client has their own plan.
- b. Town Hall – town halls are quarterly meetings between housing staff and all residents at a given property. While town halls include various life skills training, announcements of upcoming events and rule reminders, a considerable amount of time is devoted to open discussion. In these talks, residents bring up issues important to them, suggestions for future actions and activities and concerns around quality of service or other issues. All feedback is compiled and used in program planning. Self-advocacy is a good quality and residents are able to practice and showcase this skill in these meetings.
- c. Satisfaction Survey – Clients rate their satisfaction with services by filling out a questionnaire that provides feedback about the quality of staff/client interactions and service delivery. Client anonymity is ensured.

Cultural Competency

The PT facility-based housing, supportive services and community housing programs specifically addresses the issues of the underserved: minorities, women, substance abusers, gay men, transgender individuals and the homeless. Strategies are specifically designed to meet the needs of these populations. Women: Female staff; child-friendly facility, quality of life events for the children; Substance Abusers: closer relationships with substance abuse experts to include relapse prevention support and

Program Work Statement

counseling; regular assessments around substance use; increased substance abuse training for staff; referrals for inpatient treatment; People of Color: Bilingual and African American staff; cultural competency training for all staff; forms available in Spanish and other languages; Mental Illness: Staff training in mental illness; close coordination with mental health experts for the management of active mental health issues, including CARE program licensed professional counselors, providers and psychiatrists; home visits by PT's Doug House RN to assess, support and ensure psychotropic medication adherence; Homeless: Emphasis on meeting basic needs (shelter, food, clothing) and a focus on providing supported access health care; independent living skills, including money management and prioritizing rent and utility payments; and LGBT: an appreciation of all orientations, gay men on staff and an honoring of preferred names and gender expressions.

Program Work Statement

HIV Service Category HOPWACV-Facility-Based Housing

Client Eligibility

Facility-Based Housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Facility-based housing recipients must have HIV/AIDS (proof of diagnosis is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and circumstances; circumstances include current homelessness, risk of losing current housing, marginally housed (a situation that does not support maintenance in care of HIV medication adherence), or living in an unstable or substandard situation. As each potential client, along with their family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Population

In order to receive facility-based housing services, potential clients must be living within the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Recently the COA-HRAU added several new counties to the eligibility policy for the Austin TGA. At least one household member must be living with HIV/AIDS, and the household, based on income limits and rent calculation, must be low income.

Clients must be homeless, living in substandard housing or marginally housed. For PT, marginally housed is defined as a living situation that does not support maintenance in HIV medical care or HIV medication adherence.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving facility-based housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to maintain permanent housing; some of these activities/issues include: increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The facility-based housing program targets homeless, marginally housed, or at-risk of homelessness Persons Living with HIV/AIDS (PLWHA) in the Austin TGA. PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income.

Frequency of these service activities

continuous daily.

Location(s) of these service activities

PT's facility based housing program is currently located at Highland Terrace. This apartment complex is located in central Austin, close to HIV medical services and other HIV supportive services agencies. It is on a bus line and located with reasonable proximity to grocery stores and other food resources.

Staffing

Director of Client Services
Housing Program Manager
Senior Housing Specialist
Housing Specialist
Life Skills Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly

Program Work Statement

HIV Service Category HOPWACV-Facility-Based Housing

Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWACV-Master Leasing

Client Eligibility

Clients eligible for the Master Leasing service category are PLWH and their families currently enrolled in PT's facility-based housing program and previously living at the Roosevelt Gardens apartment complex. With the Roosevelt Gardens apartment complex slated for demolition, rebuilding and expansion, current clients were relocated to master leasing units in the community. These are clients who have already met the Austin TGA requirements for HOPWA eligibility, including previously residing in the Austin TGA (residence), having HIV/AIDS (a letter of diagnosis by a physician is required for at least one individual in a household), be of low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential to live independently. PT has allocated additional units within the master leasing category for the intake of new clients meeting HOPWA criteria.

Target Population

Clients eligible for the Master Leasing service category are PLWH and their families currently enrolled in PT's facility-based housing program and living at the Roosevelt Gardens apartment complex. Clients are admitted to the program homeless or marginally housed. When originally admitted, these clients are only loosely connected to HIV medical care and HIV medication adherence. To be eligible for the new units within the master leasing category, potential clients must be HIV positive, be of low income, able to live independently and be residing within the Austin TGA, either homeless, living in substandard housing or be marginally housed. For the agency, marginally housed is a living situation that does not support maintenance in HIV medical care or HIV medication adherence.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. This service category seeks to maintain stable housing for PLWH already living in the Roosevelt Gardens facility-based housing, or new clients who meet eligibility criteria. Master Leasing provides the HIV-positive client and their self-defined family members an apartment that meets habitability standards and supportive services from PT staff members.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT's Master Leasing Program is located at two temporary locations within the city of Austin. Both are centrally located, close to HIV medical services and other HIV supportive services agencies. Both are located on local bus lines and are closely located near grocery stores and other food resources. Both locations include an office for agency staff to provide supportive and other services.

Staffing

Director of Client Services
Housing Program Manager
Senior Housing Specialist
Housing Specialist
Life Skills Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

Program Work Statement

HIV Service Category HOPWACV-Master Leasing

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWACV-Supportive Services

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT facilities-based, community housing and master leasing programs.

Target Population

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties, or a resident in PT's community housing or master leasing programs. Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, low health literacy, a history of homelessness, decreased skill level around issues of apartment living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is one or more of these issues that brought the client to HIV risk and for which the client is in need of supportive services.

Service activities linked to Budget Justification

Supportive Services are an integral and necessary part of programming, with the goal to enable the PLWH to access and maintain permanent, stable housing. Working in tandem with the strengths and input of the PLWH and other household members, these activities are key to the success of the individual participant.

While difficult to quantify, creating a stable, safe and secure environment is by far, the most critical need for all households. Activities in this area include establishing rapport, having unconditional positive regard, creating a sense of community, and using a strength-based, trauma-informed approach, interested in the events of their lives. Success and improvements for PLWH participants are not possible without this underlying philosophy and environment in firmly in place.

Addiction, mental health issues and a history of complex trauma affect upwards of 70% of the population. Vigilance and the ability to assess the warning signs when these issues emerge is an important skill, as HIV medication adherence and maintenance in HIV medical care are consistently the first causalities. While assessment is a Supportive Service provided by Housing Specialists, addiction and mental health counseling and/or treatment is not part. Partnerships with other organizations with the specific expertise are key to this much needed activity.

Budgeting is an important supportive service, as nearly 50% of all households struggle with paying rent timely and on a consistent basis. With a history of homelessness and no role models from whom to learn rent payment, many households prioritize financial needs and payments differently. Without positive education and support – along with the negative reinforcement of late notices – this routine is a recipe for loss of housing through eviction once they enter the mainstream rental housing marketplace. This activity is therefore initiated with all households.

Securing permanent housing is a primary Supportive Service. This is a two-sided process, involving assessment of housing barriers, setting goals and working with the PLWH to address those issues. It also involves knowledge of the household to determine appropriate housing options, gaining household input into those options, researching what is available in the community, learning about each application process, setting appointments for the household to visit, and attending property tours and meetings with the client. Due to the intensity of this Supportive Service, the Housing Specialist concentrates the work on 1-2 households at a time.

Conflict resolution and relationship issues is another area of Supportive Services for many PLWH. A lifetime of living on the streets, where presenting an aggressive front is necessary for survival, is very different from the rules of interaction in a housing community. As a result, the simple need to ask a neighbor to turn down their music and other small affronts quickly escalate into a larger issue. While discerning the boundary between staff stepping in versus allowing the PLWH to handle the issue themselves can be somewhat murky, these type of behavioral conversations are a regular part of Supportive Services work.

PLWH meet with their Housing Specialist at least monthly, and many times weekly or daily in brief interactions, as the Housing Specialists' offices are co-located with the client's home. In these formal and informal interactions, the Housing Specialist assesses the PLWH's maintenance in HIV medical care and HIV medication adherence. HIV care retention and adherence are the centerpiece Supportive Service provided at Roosevelt Gardens. Housing Specialists intervene where possible, providing health literacy education, medical, insurance and pharmacy system navigation assistance and transportation when needed. Housing Specialists also refer to local area case managers and the RN and Medical Assistant at the organization's recuperative care program to assist with medication pours, refill barriers and education, and provide guidance on more complex medical and adherence issues.

The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. Most of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care, including vocational guidance, access to other financial supports such as Medicaid, SSI/SSDI, Snap benefits, substance abuse and mental health counseling and medical transportation, just to name a few. The service-enriched low-income housing

Program Work Statement

HIV Service Category HOPWACV-Supportive Services

programs are designed for persons who have identified needs in the areas of legal/social issues, mental health, substance abuse, homelessness and/or short-term facilities-based housing. Individually designed transition/service plans guide residents back into the community to permanent, stable, affordable housing. The need for long-term support is determined by the need for physical or mental health support, relapse prevention support or complex legal /social service needs. Program staff provide the intensive support services available on-site. Program staff works with residents to make sure that all basic needs are met. Assistance with obtaining clothing, household furnishings, access to transportation, mental and physical health support, medical care and medication adherence. Residents are guided to the appropriate resources to gain independent living skills. Training is also provided on-site, individually or in a group setting. Services provided by staff include money management, household management, time management, and other life skills. Assistance in locating schooling, vocational training and job placement is available. The process of locating permanent low-income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self-determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save for deposits, and help them prepare to move when an offer is made.

Health and well-being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self-sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan. Assessments are conducted annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by program staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Housing Plans, as well as in Social Service Case Notes. Alcohol and Drug Abuse Assessments are completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on-site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

During the COVID-19 epidemic, supportive services are limited to one-on-one support. While telephone contact is the main avenue for this service, face-to-face meetings are occurring with appropriate social distancing, mask wearing and security of the environment (e.g., outdoors) in place.

Frequency of these service activities

Supportive services are provided depending on the needs of the individual client and the needs of the client community with PT's facility-based, master leasing and community housing programs. Services could be provided daily, more than once daily, monthly or weekly. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Any special needs are attended to at time of request. Offices have been established at the temporary locations, with office hours staggered to maintain appropriate precautions during this time.

During the period, client contact has leaned toward phone meetings, though with precautions in place, has included face-to-face meetings. Case managers have been issued laptops to enable working outside with a client, working from home, and staggering the staffing hours within the office to ensure appropriate distancing and other COVID precautions.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT facility-based housing, community housing and master leasing programs. Location for PT's facility-based housing program is an apartment complex in north central Austin, with PT's master leasing program in 2 housing complexes in the same general area. All properties are close to bus lines, basic needs shopping opportunities and to other services located within the community. Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other reasons, are unable to currently meet rent and utility obligations and are in danger of eviction. Supportive services are provided out of the PT housing offices located at each of the master leasing locations. Due to COVID precautions, these offices are staffed Mon-Fri from 8am-4pm, with staff on staggered hours. Current clients in need of supportive services can connect with staff by phone, come by the office, or talk with them directly.

Staffing

- director of client services
- housing program manager
- senior housing specialist
- housing specialist
- life skills coordinator

Program Work Statement

HIV Service Category HOPWACV-Supportive Services

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Facility-Based Housing

Client Eligibility

Facility Based Housing services are provided for PLWHA residing within the Austin EMSA, which includes Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one individual in a household receiving facility based housing assistance must have proof of a HIV/AIDS diagnosis. All clients must be low income and have a demonstrated need for assistance through a rent calculation and housing need. This includes:

- Homelessness, such as living outside or in an automobile;
- risk of losing housing through eviction or inability to pay current rent;
- an unstable or substandard living situation (example: a construction site trailer without running water); or
- marginally housed, which is a living situation that does not support maintenance in care of HIV medication adherence.

As each potential client, along with their chosen family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Population

In order to receive facility based housing services, potential clients must be currently residing within the Austin EMSA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one household member must be living with HIV/AIDS and the household – based on income limits and rent calculation – must be low income. Clients typically face many additional challenges that affect their ability to access necessary services and self sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity and economic status. Note: these issues only describe the population served and are not intended as a criteria for receiving facility based housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. Housing promotes better individual health outcomes, maintenance in HIV care, medication adherence and a reduction in individual and community viral load. The central goal of PT facility based housing is access to this stability. PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT's facility based housing property is located in north central Austin. Named Highland Terrace, the small apartment complex consists of 8 units with both one and two bedrooms. The complex is close to bus lines, basic needs shopping opportunities and other services located within the community. The second facility based housing complex is currently being torn down, to be rebuilt with double the number of available apartment units.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program

Program Work Statement

HIV Service Category HOPWA-Facility-Based Housing

effectiveness.

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed.

For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Master Leasing

Client Eligibility

Clients eligible for the Master Leasing service category are PLWH and their families who were living at PT's facility based housing (Roosevelt Gardens) apartment complex. As the Roosevelt Gardens apartment complex has been demolished, these current clients were relocated to master leasing units in the community. PT has also engaged additional units at these 2 locations to admit new clients. All clients in ML must meet the requirements for HOPWA eligibility, including these eligibility points:

- Residence – must be currently residing within the Austin EMSA,
- HIV status at least one individual in a household must have a diagnosis of HIV infection,
- Income – household must meet income standards and have a demonstrated need for assistance through a rent calculation,
- Housing Need – must be homeless, at risk of homelessness, or marginally housed, and
- Ability to live independently –clients must be able to care for themselves without assistance, or with assistance from other resources.

Target Population

Target populations for PT's Master Leasing service category are PLWHA previously residing in the Roosevelt Gardens housing complex and other PLWHA who meet HOPWA eligibility requirements and have a housing need. Clients within the population typically face many challenges that affect their ability to access necessary services and self sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity and economic status. Note: these issues only describe the population served and are not intended as a criteria for receiving master leasing housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

Master Leasing locations are within the Austin EMSA at 2 existing apartment complexes. These facilities are on community bus lines and within a reasonable distance to the David Powell Clinic and other HIV medical service providers. PT has established offices at both locations and are staffed Monday to Friday from 8am to 5pm.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program effectiveness.

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed.

For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for

Program Work Statement

HIV Service Category HOPWA-Master Leasing

HOPWA eligibility, rent calculations and supportive services.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Supportive Services

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT facilities based, community housing and master leasing programs.

Target Population

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties, or a resident in PT's community housing or master leasing programs. Clients in PT's housing program typically face many challenges that affect their ability to access necessary services and self sustainability, including current medical condition, mental health issues, substance use, low literacy, low health literacy, a history of homelessness, decreased skill level around issues of apartment living, a history of complex trauma and systemic barriers around race, ethnicity and economic status. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is a combination of these issues that brought the client to HIV risk and the need for supportive services.

Service activities linked to Budget Justification

Supportive Services are an integral and necessary part of programming, with the goal to enable the PLWH to access and maintain permanent, stable housing and manage their own health through maintenance in HIV medical care and medication adherence. Working in tandem with the strengths and input of the PLWH and other household members, these activities are key to the success of the individual participant.

While difficult to quantify, creating a stable, safe and secure environment is by far, the most critical need for all households. Activities in this area include establishing rapport, having unconditional positive regard, creating a sense of community, and using a strength based, trauma informed approach, interested in the events of their lives. Success and improvements for PLWH participants are not possible without this underlying philosophy and environment firmly in place. Addiction, mental health issues and a history of complex trauma affect upwards of 70% of the population. Vigilance and the ability to assess the warning signs when these issues emerge is an important skill, as HIV medication adherence and maintenance in HIV medical care are consistently the first causalities. While assessment is a Supportive Service provided by Housing Specialists, addiction and mental health counseling and/or treatment is not. Partnerships with other organizations with the specific expertise are key to this much needed activity.

Budgeting is an important supportive service, as nearly 50% of all households struggle with paying rent timely and on a consistent basis. With a history of homelessness and no role models from whom to learn rent payment, many households prioritize financial needs and payments differently. Without positive education and support – along with the negative reinforcement of late notices – this routine is a recipe for loss of housing through eviction once they enter the mainstream rental housing marketplace. This activity is therefore initiated with all households.

Securing permanent housing is a primary Supportive Service. This is a two sided process, involving assessment of housing barriers, setting goals and working with the PLWH to address those issues. It also involves knowledge of the household to determine appropriate housing options, gaining household input into those options, researching what is available in the community, learning about each application process, setting appointments for the household to visit, and attending property tours and meetings with the client. Due to the intensity of this Supportive Service, the Housing Specialist concentrates the work on 12 households at a time.

Conflict resolution and relationship issues is another area of Supportive Services for many PLWH. A lifetime of living on the streets, where presenting an aggressive front is necessary for survival, is very different from the rules of interaction in a housing community. As a result, the simple need to ask a neighbor to turn down their music and other small affronts quickly escalate into a larger issue. While discerning the boundary between staff stepping in versus allowing the PLWH to handle the issue themselves can be somewhat murky, these type of behavioral conversations are a regular part of Supportive Services work.

PLWH meet with their Housing Specialist at least monthly, and many times weekly or daily in brief interactions, as the Housing Specialists' offices are co located with the client's home. In these formal and informal interactions, the Housing Specialist assesses the PLWH's maintenance in HIV medical care and HIV medication adherence. HIV care retention and adherence are the centerpiece Supportive Service provided at Roosevelt Gardens. Housing Specialists intervene where possible, providing health literacy education, medical, insurance and pharmacy system navigation assistance and transportation when needed. Housing Specialists also refer to local area case managers and the RN and Medical Assistant at the organization's recuperative care program to assist with medication pours, refill barriers and education, and provide guidance on more complex medical and adherence issues.

The process of locating permanent low income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save

Program Work Statement

HIV Service Category HOPWA-Supportive Services

for deposits, and help them prepare to move when an offer is made.

Health and well being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan. Assessments are conducted annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by programs staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Housing Plans, as well as in Social Service Case Notes. Alcohol and Drug Abuse Assessments are completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

During the COVID 19 epidemic, supportive services are limited to one on one support. While telephone contact is the main avenue for this service, face to face meetings are occurring with appropriate social distancing, mask wearing and security of the environment (e.g., outdoors) in place.

Frequency of these service activities

The frequency of supportive services are dependent on the needs of the individual client. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Services can be provided weekly, daily, or even more than once daily. Any special needs or client crisis situations are attended to at time of request. Along with being reachable by phone (refrigerator magnets with staff contact information are supplied to all clients), offices have been established at the master leasing locations, with office hours staggered to maintain appropriate precautions.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT facility based housing, community housing and master leasing programs. Supportive Services can be provided at one of the two offices located within PT's Master Leasing locations, or in a home visit. During the COVID 19 epidemic, office visits do occur, but only with precautions in place such as the number of persons present, social distancing and mask requirements. Most often during this time, supportive services are provided over the phone or in outdoor locations near the office or client's home. Staff also provide supportive services through attending some appointments with clients, such as medical or social service appointments. This involves telehealth appointments or meeting the client at the other organization's office.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program effectiveness.

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed.

For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

Program Work Statement

HIV Service Category HOPWA-Supportive Services

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Tenant Based Rental Assistance

Client Eligibility

TBRA housing services are provided for PLWHA in the Austin EMSA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one individual in a household receiving tenant based rental assistance must have proof of a HIV/AIDS diagnosis. All clients must be low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential, ability, or willingness to transition to independence. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent and have an existing apartment lease or other existing housing out in the community. Requests for TBRA services are received by the Director of Client Services and after initial eligibility screening, are funneled to housing staff for face to face intake interviews. While there is no wait list for TBRA at PT, fiscal constraints limit the total number of clients served.

Target Population

The target population for the TBRA service category are:

- PLWHA residing within the Austin EMSA,
- Who already have a lease agreement in the community,
- Who have fallen behind or having other difficulties making rent and utility payments because of HIV illness or other health conditions, or have temporarily lost their source of income, and
- Are therefore at risk of losing their current housing.

Service activities linked to Budget Justification

PT's TBRA, termed the community housing program, assists with current rent and utilities, providing short term relief. This assistance enables the PLWHA to remain in a stable housing situation. In turn, this facilitates maintenance in medical care and HIV medication adherence. All PLWHA household members also receive supportive services, including independent living skills, vocational guidance and if needed, assistance locating permanent housing.

Frequency of these service activities

TBRA housing services provide support through monthly payments to support housing maintenance, with the agency and the client (depending on income calculation) each responsible for part of the expense. Housing staff meet with each household monthly to address and facilitate housing goals. These goals are part of the plan of service set out at admission, with the client as the main driver of the activities and objectives found within the plan.

Location(s) of these service activities

Anywhere the client is currently living within the Austin EMSA. Monthly meetings with the head of household are conducted as home visits. During COVID 19, these housing plan meetings and supportive services are conducted over the phone or outside.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

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For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

Program Work Statement

HIV Service Category HOPWA-Tenant Based Rental Assistance

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Contract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category

Outputs

HIV Service Category HOPWACV-Facility-Based Housing

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	Pt will provide facility based housing to 7 unduplicated clients.	7		7

By the 5th of the month, the housing program manager will complete the days of care spreadsheet report and give to the director of client services who will review/quality assure the report.

Contract Term: 10/01/2017 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category**HIV Service Category****HOPWACV-Master Leasing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide COVID Master Leasing services to 20 unduplicated households.	20		20

By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.

Contract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category

HIV Service Category		HOPWACV-Supportive Services		
Output Measure Description How Data Is Compiled		Period Goal		
		Initial/Previous	Actual	Target
OP1	PT will provide supportive services to 27 unduplicated clients.	27		27

By the 5th of the month, casemanagers will have entered all time spent with and on the behalf of clients during the previous month. This includes time to document client meetings and actions. A report is run in ClickTime by the Housing Manager showing the total time spent with each individual household.

Contract Term: 10/01/2017 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category**HIV Service Category****HOPWA-Facility-Based Housing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide facility-based housing services to 30 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	30		30
OP2	PT will provide 1,500 units of facility-based housing. One unit of service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	1,500		1,500

Contract Term: 10/01/2017 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category**HIV Service Category****HOPWA-Master Leasing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide Master Leasing services to 22 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	22		22
OP2	PT will provide 3,500 units of Master Leasing assistance. One unit of service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	3,500		3,500

Contract Term: 10/01/2017 - 09/30/2021
 Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category

HIV Service Category		HOPWA-Supportive Services		
Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide supportive services to 35 unduplicated households. Every household receiving facility-based housing, master leasing, or tenant-based rental assistance are eligible for supportive services. Data collected includes the number of households receiving supportive services in a given month.	35		35
OP2	PT will provide 2,200 units of Supportive Services. One unit of service equals 15 minutes. Information is collected in case records and compiled on the monthly housing program report.	2,200		2,200

Contract Term: 10/01/2017 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category**HIV Service Category HOPWA-Tenant Based Rental Assistance**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide 25 units of service to TBRA households. One unit of service is equal to one payment for tenant-based rental assistance for each household. The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by DOCS. The data is compiled and analyzed monthly and presented to PT management and the Board.	25		25
OP2	PT will provide TBRA services to 5 unduplicated households. Housing Program Coordinator will prepare a monthly report of the number of days provided and number of clients served. This report is verified monthly by the Director of Client Services (DOCS). The data is compiled and analyzed monthly and presented to PT management and Board.	5		5

Contract Term: 10/01/2017 - 09/30/2021
 Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category

Outcomes

HIV Service Category HOPWA-Facility-Based Housing

Outcome Measure Description	Period Goal		
	Numerator	Demoninator	Target Percentage
OC1 Percentage of households receiving housing and supportive services will experience an improved sense of health and wellbeing.	22	30	73.33
What Data Is Collected			
Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status.			
How Data Is Compiled			
A survey will be distributed to households monthly and quarterly.			
When Data Is Evaluated			
Data will be compiled and analyzed quarterly.			
OC2 Percentage of HIV-positive clients who access or remain in primary medical care.	26	30	86.67
What Data Is Collected			
Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.			
How Data Is Compiled			
Data will be collected on the Monthly Program Report Form.			
When Data Is Evaluated			
Monthly and quarterly			
OC3 Percentage of households leaving facility-based housing and supportive services that are placed in long-term affordable housing.	1	2	50.00
What Data Is Collected			
Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.			
How Data Is Compiled			
Data will be collected on the Monthly Program Report Form.			
When Data Is Evaluated			
Monthly and quarterly			

Contract Term: 10/01/2017 - 09/30/2021
 Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category

HIV Service Category HOPWA-Master Leasing

Outcome Measure Description	Period Goal		
	Numerator	Demoninator	Target Percentage
OC1 Percentage of households receiving master leasing assistance will experience an improved sense of health and wellbeing.	17	22	77.27
What Data Is Collected			
Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status.			
How Data Is Compiled			
A survey will be distributed to households monthly and quarterly.			
When Data Is Evaluated			
Data will be compiled and analyzed quarterly.			
OC2 Percentage of HIV-positive clients who access or remain in primary medical care.	20	22	90.91
What Data Is Collected			
Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.			
How Data Is Compiled			
Data will be collected on the Monthly Program Report Form.			
When Data Is Evaluated			
Monthly and quarterly			
OC3 Percentage of households leaving master leasing that are placed in long-term affordable housing.	2	4	50.00
What Data Is Collected			
Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.			
How Data Is Compiled			
Data will be collected on the Monthly Program Report Form.			
When Data Is Evaluated			
Monthly and quarterly			

Contract Term: 10/01/2017 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category**HIV Service Category****HOPWA-Supportive Services**

Outcome Measure Description	Period Goal		
	Numerator	Demoninator	Target Percentage
OC1 Percentage of households receiving supportive services who experience a positive sense of health and well-being.	30	35	85.71
What Data Is Collected			
Survey questions designed to provide data on the degree to which clients experience a sense of improved health and well-being. Measures used as indices include security, happiness and functional status.			
How Data Is Compiled			
A formal survey of clients.			
When Data Is Evaluated			
Surveys will be distributed to households monthly and quarterly, with data compiled and analyzed quarterly.			
OC2 Percentage of HIV-positive clients who access or remain in primary medical care.	32	35	91.43
What Data Is Collected			
Data collected is utilization of HIV medical services and medication adherence.			
How Data Is Compiled			
At intake, staff document client status on receiving medical care and written verification is required. During the term of service, via client self-report, staff discuss and document utilization with medical providers, adherence, medical issues and upcoming appointments. ARIES inquiry is also performed periodically, which can raise possible red flags on whether a client is actually in medical care. Lastly, the resident community within the Housing program support one another regularly report to staff any concerns for other housing residents. All of this data is collected on the Monthly Program Report Form.			
When Data Is Evaluated			
Information is collected during the intake/admission process, monthly for each client during mandatory individual housing meetings. ARIES Inquiry is performed monthly.			
The Housing Coordinator includes this information on the monthly housing report, which is reviewed monthly and analyzed by the Director of Client Services. Information on medical care utilization is presented monthly to PT management and the Board.			

Contract Term: 10/01/2017 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category**HIV Service Category****HOPWA-Tenant Based Rental Assistance****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving TBRA through HOPWA that will establish or maintain a stable living environment that is decent, safe and sanitary and reduce their risk of homelessness.	3	5	60.00

What Data Is Collected

Data on discharge location and ability to maintain stable housing will be collected

How Data Is Compiled

Data will be collected in monthly reports

When Data Is Evaluated

Data will be analyzed monthly in reports and cumulatively every quarter

Contract Term: 10/01/2017 - 09/30/2021
 Program Period: 10/01/2020 - 09/30/2021

Program Budget for HIV**Administrative Services**

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWACV-Facility-Based Housing	900.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00
HOPWACV-Master Leasing	1,000.00	0.00	0.00	0.00	2,000.00	0.00	800.00	3,800.00
HOPWACV-Supportive Services	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Subtotal	2,900.00	0.00	0.00	0.00	2,000.00	0.00	800.00	5,700.00

Direct Services

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWACV-Master Leasing	6,000.00	0.00	0.00	0.00	7,540.00	0.00	4,962.75	18,502.75
HOPWACV-Supportive Services	16,650.00	0.00	0.00	0.00	7,960.72	0.00	2,400.00	27,010.72
HOPWA-Facility-Based Housing	11,300.00	0.00	0.00	0.00	0.00	0.00	20,267.68	31,567.68
HOPWA-Master Leasing	54,000.00	0.00	0.00	0.00	0.00	0.00	340,000.00	394,000.00
HOPWA-Supportive Services	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
HOPWA-Tenant Based Rental Assistance	0.00	0.00	0.00	0.00	0.00	0.00	4,993.00	4,993.00
Subtotal	187,950.00	0.00	0.00	0.00	15,500.72	0.00	372,623.43	576,074.15

Total Budget

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWACV-Facility-Based Housing	900.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00
HOPWACV-Master Leasing	7,000.00	0.00	0.00	0.00	9,540.00	0.00	5,762.75	22,302.75
HOPWACV-Supportive Services	17,650.00	0.00	0.00	0.00	7,960.72	0.00	2,400.00	28,010.72
HOPWA-Facility-Based Housing	11,300.00	0.00	0.00	0.00	0.00	0.00	20,267.68	31,567.68
HOPWA-Master Leasing	54,000.00	0.00	0.00	0.00	0.00	0.00	340,000.00	394,000.00
HOPWA-Supportive Services	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
HOPWA-Tenant Based Rental Assistance	0.00	0.00	0.00	0.00	0.00	0.00	4,993.00	4,993.00
Subtotal	190,850.00	0.00	0.00	0.00	17,500.72	0.00	373,423.43	581,774.15

Program Budget for HIVContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**Budget Narrative****Budget Category Description**
HOPWACV-Facility-Based Housing

Salaries Personnel costs related to COVID client support

HOPWACV-Master Leasing

Salaries Personnel costs related to COVID client support

Travel

Supplies Supplies directly related to COVID-19 alterations in normal processes and quarantine-specific client needs

Other Hazmat and sanitation services for client apartments and meeting spaces, client quarantine accommodations

HOPWACV-Supportive Services

Salaries Personnel costs related to COVID client support

Fringe

HOPWA-Facility-Based Housing

Salaries Personnel costs for property management.

Other Utilities, security services and repairs and maintenance for Highland Terrace property.

HOPWA-Master Leasing

Salaries Personnel costs for property management.

Other Master leased apartments for clients during temporary relocation - capped at fair market rent allowance.

HOPWA-Supportive Services

Salaries Personnel costs for supportive services delivery.

HOPWA-Tenant Based Rental Assistance

Other Client rental subsidy paid directly to landlords.

FEDERAL AWARD IDENTIFICATION

HOPWA

1. Subrecipient Name: Project Transitions, Inc.
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH20-F004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 9/22/2020
5. Subaward Period of Performance Start and End Date:
Start Date 9/22/2020
End Date 9/22/2023
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$0
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$1,793,021.34
8. Total Amount of Federal Award awarded to the pass-through entity: \$1,869,497
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The goal of the Project Transitions HOPWA program is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Interim Department Director
(512) 974-3064, rosie.trulove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable

FEDERAL AWARD IDENTIFICATION

HOPWA-CV

1. Subrecipient Name: Project Transitions, Inc.
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH20-FHW004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 8/5/2020
5. Subaward Period of Performance Start and End Date:
Start Date 8/5/2020
End Date 8/5/2023
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$0
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$74,262
8. Total Amount of Federal Award awarded to the pass-through entity: \$272,065
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The Project Transitions HOPWA-CV program provides housing services to maintain permanent housing, including: to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence to those PLWHA who have been impacted by COVID-19.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Department Director
(512) 974-3064, rosie.truelove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable



Amendment No. 5
to
Agreement No. 4700 NG180000002
for
Social Services
between
PROJECT TRANSITIONS, INC.
and the
CITY OF AUSTIN

***Housing Opportunities for Persons With AIDS (HOPWA) Grant
CFDA # 14.241***

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Five Hundred Ten Thousand Two Hundred Ninety Three dollars (\$510,293)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (October 1, 2017 - September 30, 2018)	n/a	\$ 354,415.34
Amendment No. 1: Modify Program Exhibits	\$ 0	\$ 354,415.34
Amendment No. 2: Exercise Extension Option #1 (October 1, 2018 - September 30, 2019)	\$ 401,016	\$ 755,431.34
Amendment No. 3: Exercise Extension Option #2 (October 1, 2019 - September 30, 2020)	\$ 453,035	\$ 1,208,466.34
Amendment No. 4: Add Grant Funds to Agreement and Modify Program Exhibits	\$ 74,262	\$ 1,282,728.34
Amendment No. 5: Exercise Extension Option #3 (October 1, 2020 - September 30, 2021)	\$ 510,293	\$ 1,793,021.34

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement** [Revised 10/27/2020]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 10/27/2020]

Exhibit B.1 -- Program Budget and Narrative for HIV is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative for HIV** [Revised 10/27/2020]

Exhibit B.3 -- Compensation Terms is added to the agreement.

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification is deleted in its entirety and replaced with a new **Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [Revised 4/13/2020]

Exhibit D -- HOPWA Required Reports is deleted in its entirety and replaced with a new **Exhibit D -- HOPWA Required Reports** [Revised 10/27/2020]

Exhibit F -- Federal Award Identification is deleted in its entirety and replaced with a new **Exhibit F -- Federal Award Identification** [Revised 10/27/2020]

Exhibit G -- HOPWA Modifications to the Standard APH Agreement is deleted in its entirety and replaced with **Exhibit G -- HOPWA Modifications to the Standard Social Services Agreement** [Revised 10/22/2020]

- 4.0 The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning October 1, 2020 through September 30, 2021.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **\$510,293 (Five Hundred Ten Thousand Two Hundred Ninety Three dollars)**. Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

4.2 Reports.

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.3 Grantee Policies and Procedures.

4.3.1 Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.3.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies

of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.4 Monitoring and Evaluation.

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.5 Financial Audit of Grantee.

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.5.8 Right To Audit By Office of City Auditor.

4.5.8.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes

a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 Termination For Cause. In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 Termination Without Cause. The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 Fraud. Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 Insurance. The following insurance requirements apply:

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall

not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Social Services Contracts
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 Specific Coverage Requirements. The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.

- c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a

claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 Property Insurance. If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 Certificate. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1 Equal Employment Opportunity. No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 Americans with Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 Inspection of Premises. The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 Rights to Proposal and Contractual Material. All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the

public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

- 6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.1.1 In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA), and those found in the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall

provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin	Project Transitions, Inc.	City of Austin
Austin Public Health		Austin Public Health
Health Equity and Community Engagement Division		
ATTN: Adrienne Sturup, Assistant Director	ATTN: Cynthia Herrera, Executive Director	ATTN: Stephanie Hayden, Director
7201 Levander Loop, Bldg. E	7101 Woodrow Ave., Unit B	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78757	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 **Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

8.20 **Living Wage Policy (If Applicable)**

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:

- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and

- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at: https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.

8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1, above to verify compliance with this provision.

8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

8.31 **Entire Agreement.** This Contract, together with the attached Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

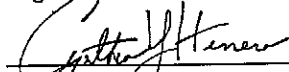
5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the

Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



PROJECT TRANSITIONS, INC.
Cynthia Herrera, Executive Director
7101 Woodrow Ave., Unit B
Austin, TX 78757

Date: 10/27/2020

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 11/18/2020

DEFINITIONS

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

Program Work Statement

Client Access

Project Transitions (PT) receives requests for housing most every day. These calls and emails come from case managers at local service organizations and from clients themselves. All requests are funneled through the Director of Client Services (DOC). During this first call, initial eligibility is assessed. As there are many calls from the community, the first issue discussed is HIV status. Potential clients not HIV-positive are referred to other housing resources. Discussion then turns to housing need, specifically talk about where the client is currently living and their housing needs, or homelessness history. This is followed by a program overview and a discussion of the waitlist. PT currently administers 2 housing wait lists, based on household size. Mirroring the HIV epidemic, the 1-bedroom waitlist far exceeds the 2-bedroom waitlist.

At this writing, PT has suspended the housing waitlist due to the relocation of current residents, demolition of the property and the rebuilding expansion. Once the new building opens all relocated households will be returned. Following this step, the organization will turn to the existing waitlist to fill available apartments. The organization is presently looking into a web portal for all new incoming housing requests with marketing of the new property to community partners (e.g., other AIDS Service Organizations, ECHO and other housing agencies).

Service Linkage, Referral, and Collaboration Access

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The goal of Supportive Services is to enable the PLWHA to maintain permanent stable housing. All of PT's HIV-positive residents were homeless or marginally housed upon admission. In their lifetimes, many have never had a place of their own or good role models for maintaining housing. PT services help build the pathway to permanent housing through independent living skills to achieve self-sufficiency and addressing barriers to resource acquisition. Managing one's own health is a key program goal. Housing staff use a variety of methods to ensure PLWHA residents remain in care and medication adherent. These include discussion of the issues at monthly individual housing meetings with the PLWHA, client observation, ARIES inquiry and other resident reports. Housing specialists support retention in care through these discussions and through assistance setting appointments, medical transportation, substance use assessments and connection to substance use resources. Other referrals and connection to community resources include benefit access, employment, job training and budgeting, with an emphasis on budgeting prioritization. When a client is identified as potentially not in care, these residents become priority and are connected to the Doug's House nurse or other resources to ensure care and adherence are maintained. During the COVID-19 epidemic, staff continue to interact with residents over the phone or in outdoor face-to-face meetings with masks and social distancing.

Client Input and Involvement

Client and family involvement in services is a central principle in the housing program. Although assessments and staff input are considered, housing plans (termed care plan in other programs) are guided by the resident's individual choices and their own thoughts about their quality of life. For example, when working to access affordable housing options, the PLWHA is free to choose what areas of town, neighborhoods and housing complexes they wish to consider. While retention in care is a program requirement, clients can choose their own health care provider. Life skills are another program requirement where the client is involved in the decision-making process and in is the driver's seat to choose their own path.

Formal methods of obtaining consumer feedback include:

- a. Individualized Plans of Care – housing and supportive services plans are reviewed in monthly meetings with the client and housing specialist. Plan goals, objectives and action steps are created and revised based on the individualized needs and wants of the client. Each client has their own plan.
- b. Town Hall – town halls are quarterly meetings between housing staff and all residents at a given property. While town halls include various life skills training, announcements of upcoming events and rule reminders, a considerable amount of time is devoted to open discussion. In these talks, residents bring up issues important to them, suggestions for future actions and activities and concerns around quality of service or other issues. All feedback is compiled and used in program planning. Self-advocacy is a good quality and residents are able to practice and showcase this skill in these meetings.
- c. Satisfaction Survey – Clients rate their satisfaction with services by filling out a questionnaire that provides feedback about the quality of staff/client interactions and service delivery. Client anonymity is ensured.

Program Work Statement

Cultural Competency

The PT facility-based housing, supportive services and community housing programs specifically addresses the issues of the underserved: minorities, women, substance abusers, gay men, transgender individuals and the homeless. Strategies are specifically designed to meet the needs of these populations. Women: Female staff; child-friendly facility, quality of life events for the children; Substance Abusers: closer relationships with substance abuse experts to include relapse prevention support and counseling; regular assessments around substance use; increased substance abuse training for staff; referrals for inpatient treatment; People of Color: Bilingual and African American staff; cultural competency training for all staff; forms available in Spanish and other languages; Mental Illness: Staff training in mental illness; close coordination with mental health experts for the management of active mental health issues, including CARE program licensed professional counselors, providers and psychiatrists; home visits by PT's Doug House RN to assess, support and ensure psychotropic medication adherence; Homeless: Emphasis on meeting basic needs (shelter, food, clothing) and a focus on providing supported access health care; independent living skills, including money management and prioritizing rent and utility payments; and LGBT: an appreciation of all orientations, gay men on staff and an honoring of preferred names and gender expressions.

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2021

HIV Service Category HOPWA-Facility-Based Housing

Client Eligibility

Facility Based Housing services are provided for PLWHA residing within the Austin EMSA, which includes Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one individual in a household receiving facility based housing assistance must have proof of a HIV/AIDS diagnosis. All clients must be low income and have a demonstrated need for assistance through a rent calculation and housing need. This includes:

- Homelessness, such as living outside or in an automobile;
- risk of losing housing through eviction or inability to pay current rent;
- an unstable or substandard living situation (example: a construction site trailer without running water); or
- marginally housed, which is a living situation that does not support maintenance in care of HIV medication adherence.

As each potential client, along with their chosen family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Population

In order to receive facility based housing services, potential clients must be currently residing within the Austin EMSA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one household member must be living with HIV/AIDS and the household – based on income limits and rent calculation – must be low income. Clients typically face many additional challenges that affect their ability to access necessary services and self sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity and economic status. Note: these issues only describe the population served and are not intended as a criteria for receiving facility based housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. Housing promotes better individual health outcomes, maintenance in HIV care, medication adherence and a reduction in individual and community viral load. The central goal of PT facility based housing is access to this stability. PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT's facility based housing property is located in north central Austin. Named Highland Terrace, the small apartment complex consists of 8 units with both one and two bedrooms. The complex is close to bus lines, basic needs shopping opportunities and other services located within the community. The second facility based housing complex is currently being torn down, to be rebuilt with double the number of available apartment units.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2021

HIV Service Category HOPWA-Facility-Based Housing

made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program effectiveness.

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed.

For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Master Leasing

Client Eligibility

Clients eligible for the Master Leasing service category are PLWH and their families who were living at PT's facility based housing (Roosevelt Gardens) apartment complex. As the Roosevelt Gardens apartment complex has been demolished, these current clients were relocated to master leasing units in the community. PT has also engaged additional units at these 2 locations to admit new clients. All clients in ML must meet the requirements for HOPWA eligibility, including these eligibility points:

- Residence – must be currently residing within the Austin EMSA,
- HIV status at least one individual in a household must have a diagnosis of HIV infection,
- Income – household must meet income standards and have a demonstrated need for assistance through a rent calculation,
- Housing Need – must be homeless, at risk of homelessness, or marginally housed, and
- Ability to live independently –clients must be able to care for themselves without assistance, or with assistance from other resources.

Target Population

Target populations for PT's Master Leasing service category are PLWHA previously residing in the Roosevelt Gardens housing complex and other PLWHA who meet HOPWA eligibility requirements and have a housing need. Clients within the population typically face many challenges that affect their ability to access necessary services and self sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity and economic status. Note: these issues only describe the population served and are not intended as a criteria for receiving master leasing housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

Master Leasing locations are within the Austin EMSA at 2 existing apartment complexes. These facilities are on community bus lines and within a reasonable distance to the David Powell Clinic and other HIV medical service providers. PT has established offices at both locations and are staffed Monday to Friday from 8am to 5pm.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program effectiveness.

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2021

HIV Service Category HOPWA-Master Leasing

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Supportive Services

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT facilities based, community housing and master leasing programs.

Target Population

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties, or a resident in PT's community housing or master leasing programs.

Clients in PT's housing program typically face many challenges that affect their ability to access necessary services and self sustainability, including current medical condition, mental health issues, substance use, low literacy, low health literacy, a history of homelessness, decreased skill level around issues of apartment living, a history of complex trauma and systemic barriers around race, ethnicity and economic status. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is a combination of these issues that brought the client to HIV risk and the need for supportive services.

Service activities linked to Budget Justification

Supportive Services are an integral and necessary part of programming, with the goal to enable the PLWH to access and maintain permanent, stable housing and manage their own health through maintenance in HIV medical care and medication adherence. Working in tandem with the strengths and input of the PLWH and other household members, these activities are key to the success of the individual participant.

While difficult to quantify, creating a stable, safe and secure environment is by far, the most critical need for all households. Activities in this area include establishing rapport, having unconditional positive regard, creating a sense of community, and using a strength based, trauma informed approach, interested in the events of their lives. Success and improvements for PLWH participants are not possible without this underlying philosophy and environment firmly in place.

Addiction, mental health issues and a history of complex trauma affect upwards of 70% of the population. Vigilance and the ability to assess the warning signs when these issues emerge is an important skill, as HIV medication adherence and maintenance in HIV medical care are consistently the first causalities. While assessment is a Supportive Service provided by Housing Specialists, addiction and mental health counseling and/or treatment is not. Partnerships with other organizations with the specific expertise are key to this much needed activity.

Budgeting is an important supportive service, as nearly 50% of all households struggle with paying rent timely and on a consistent basis. With a history of homelessness and no role models from whom to learn rent payment, many households prioritize financial needs and payments differently. Without positive education and support – along with the negative reinforcement of late notices – this routine is a recipe for loss of housing through eviction once they enter the mainstream rental housing marketplace. This activity is therefore initiated with all households.

Securing permanent housing is a primary Supportive Service. This is a two sided process, involving assessment of housing barriers, setting goals and working with the PLWH to address those issues. It also involves knowledge of the household to determine appropriate housing options, gaining household input into those options, researching what is available in the community, learning about each application process, setting appointments for the household to visit, and attending property tours and meetings with the client. Due to the intensity of this Supportive Service, the Housing Specialist concentrates the work on 12 households at a time.

Conflict resolution and relationship issues is another area of Supportive Services for many PLWH. A lifetime of living on the streets, where presenting an aggressive front is necessary for survival, is very different from the rules of interaction in a housing community. As a result, the simple need to ask a neighbor to turn down their music and other small affronts quickly escalate into a larger issue. While discerning the boundary between staff stepping in versus allowing the PLWH to handle the issue themselves can be somewhat murky, these type of behavioral conversations are a regular part of Supportive Services work. PLWH meet with their Housing Specialist at least monthly, and many times weekly or daily in brief interactions, as the Housing Specialists' offices are co located with the client's home. In these formal and informal interactions, the Housing Specialist assesses the PLWH's maintenance in HIV medical care and HIV medication adherence. HIV care retention and adherence are the centerpiece Supportive Service provided at Roosevelt Gardens. Housing Specialists intervene where possible, providing health literacy education, medical, insurance and pharmacy system navigation assistance and transportation when needed. Housing Specialists also refer to local area case managers and the RN and Medical Assistant at the organization's recuperative care program to assist with medication pours, refill barriers and education, and provide guidance on more complex medical and adherence issues.

Program Work Statement

HIV Service Category HOPWA-Supportive Services

The process of locating permanent low income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save for deposits, and help them prepare to move when an offer is made.

Health and well being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan. Assessments are conducted annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by programs staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Housing Plans, as well as in Social Service Case Notes. Alcohol and Drug Abuse Assessments are completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

During the COVID 19 epidemic, supportive services are limited to one on one support. While telephone contact is the main avenue for this service, face to face meetings are occurring with appropriate social distancing, mask wearing and security of the environment (e.g., outdoors) in place.

Frequency of these service activities

The frequency of supportive services are dependent on the needs of the individual client. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Services can be provided weekly, daily, or even more than once daily. Any special needs or client crisis situations are attended to at time of request. Along with being reachable by phone (refrigerator magnets with staff contact information are supplied to all clients), offices have been established at the master leasing locations, with office hours staggered to maintain appropriate precautions.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT facility based housing, community housing and master leasing programs. Supportive Services can be provided at one of the two offices located within PT's Master Leasing locations, or in a home visit. During the COVID 19 epidemic, office visits do occur, but only with precautions in place such as the number of persons present, social distancing and mask requirements. Most often during this time, supportive services are provided over the phone or in outdoor locations near the office or client's home. Staff also provide supportive services through attending some appointments with clients, such as medical or social service appointments. This involves telehealth appointments or meeting the client at the other organization's office.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2021

HIV Service Category HOPWA-Supportive Services

and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program effectiveness.

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed.

For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Tenant Based Rental Assistance

Client Eligibility

TBRA housing services are provided for PLWHA in the Austin EMSA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one individual in a household receiving tenant based rental assistance must have proof of a HIV/AIDS diagnosis. All clients must be low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential, ability, or willingness to transition to independence. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent and have an existing apartment lease or other existing housing out in the community. Requests for TBRA services are received by the Director of Client Services and after initial eligibility screening, are funneled to housing staff for face to face intake interviews. While there is no wait list for TBRA at PT, fiscal constraints limit the total number of clients served.

Target Population

The target population for the TBRA service category are:

- PLWHA residing within the Austin EMSA,
- Who already have a lease agreement in the community,
- Who have fallen behind or having other difficulties making rent and utility payments because of HIV illness or other health conditions, or have temporarily lost their source of income, and
- Are therefore at risk of losing their current housing.

Service activities linked to Budget Justification

PT's TBRA, termed the community housing program, assists with current rent and utilities, providing short term relief. This assistance enables the PLWHA to remain in a stable housing situation. In turn, this facilitates maintenance in medical care and HIV medication adherence. All PLWHA household members also receive supportive services, including independent living skills, vocational guidance and if needed, assistance locating permanent housing.

Frequency of these service activities

TBRA housing services provide support through monthly payments to support housing maintenance, with the agency and the client (depending on income calculation) each responsible for part of the expense. Housing staff meet with each household monthly to address and facilitate housing goals. These goals are part of the plan of service set out at admission, with the client as the main driver of the activities and objectives found within the plan.

Location(s) of these service activities

Anywhere the client is currently living within the Austin EMSA. Monthly meetings with the head of household are conducted as home visits. During COVID 19, these housing plan meetings and supportive services are conducted over the phone or outside.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing.

To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self improvement and a sense of safety and security. All are key to program effectiveness.

Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on

Program Work Statement

HIV Service Category HOPWA-Tenant Based Rental Assistance

services needed. Chart reviews are done semi annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed.

For the 2020 2021 grant year, PT will undertake a new quality management initiative and implement a new software system for HOPWA eligibility, rent calculations and supportive services.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**Outputs****HIV Service Category HOPWA-Facility-Based Housing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide facility-based housing services to 30 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	30		30
OP2	PT will provide 1,500 units of facility-based housing. One unit of service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	1,500		1,500

Contract Term: 10/01/2017 - 09/30/2021
 Program Period: 10/01/2020 - 09/30/2021

Program Performance for HIV Service Category

HIV Service Category HOPWA-Master Leasing

<i>Output Measure Description</i>		<i>Period Goal</i>		
		<i>Initial/Previous</i>	<i>Actual</i>	<i>Target</i>
<i>How Data Is Compiled</i>				
OP1	PT will provide Master Leasing services to 22 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	22		22
OP2	PT will provide 3,500 units of Master Leasing assistance. One unit of service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	3,500		3,500

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021

HIV Service Category		HOPWA-Supportive Services		
Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide supportive services to 35 unduplicated households. Every household receiving facility-based housing, master leasing, or tenant-based rental assistance are eligible for supportive services. Data collected includes the number of households receiving supportive services in a given month.	35		35
OP2	PT will provide 2,200 units of Supportive Services. One unit of service equals 15 minutes. Information is collected in case records and compiled on the monthly housing program report.	2,200		2,200

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**HIV Service Category HOPWA-Tenant Based Rental Assistance**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
How Data Is Compiled				
OP1	PT will provide 25 units of service to TBRA households. One unit of service is equal to one payment for tenant-based rental assistance for each household. The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by DOCS. The data is compiled and analyzed monthly and presented to PT management and the Board.	25		25
OP2	PT will provide TBRA services to 5 unduplicated households. Housing Program Coordinator will prepare a monthly report of the number of days provided and number of clients served. This report is verified monthly by the Director of Client Services (DOCS). The data is compiled and analyzed monthly and presented to PT management and Board.	5		5

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**Outcomes****HIV Service Category****HOPWA-Facility-Based Housing****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving housing and supportive services will experience an improved sense of health and wellbeing.	22	30	73.33
	What Data Is Collected			
	Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status.			
	How Data Is Compiled			
	A survey will be distributed to households monthly and quarterly.			
	When Data Is Evaluated			
	Data will be compiled and analyzed quarterly.			
OC2	Percentage of HIV-positive clients who access or remain in primary medical care.	26	30	86.67
	What Data Is Collected			
	Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			
OC3	Percentage of households leaving facility-based housing and supportive services that are placed in long-term affordable housing.	1	2	50.00
	What Data Is Collected			
	Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**HIV Service Category HOPWA-Master Leasing****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving master leasing assistance will experience an improved sense of health and wellbeing.	17	22	77.27
	What Data Is Collected			
	Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status.			
	How Data Is Compiled			
	A survey will be distributed to households monthly and quarterly.			
	When Data Is Evaluated			
	Data will be compiled and analyzed quarterly.			
OC2	Percentage of HIV-positive clients who access or remain in primary medical care.	20	22	90.91
	What Data Is Collected			
	Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			
OC3	Percentage of households leaving master leasing that are placed in long-term affordable housing.	2	4	50.00
	What Data Is Collected			
	Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**HIV Service Category HOPWA-Supportive Services**

Outcome Measure Description	Period Goal		
	Numerator	Demoninator	Target Percentage
OC1 Percentage of households receiving supportive services who experience a positive sense of health and well-being.	30	35	85.71
What Data Is Collected			
Survey questions designed to provide data on the degree to which clients experience a sense of improved health and well-being. Measures used as indices include security, happiness and functional status.			
How Data Is Compiled			
A formal survey of clients.			
When Data Is Evaluated			
Surveys will be distributed to households monthly and quarterly, with data compiled and analyzed quarterly.			
OC2 Percentage of HIV-positive clients who access or remain in primary medical care.	32	35	91.43
What Data Is Collected			
Data collected is utilization of HIV medical services and medication adherence.			
How Data Is Compiled			
At intake, staff document client status on receiving medical care and written verification is required. During the term of service, via client self-report, staff discuss and document utilization with medical providers, adherence, medical issues and upcoming appointments. ARIES inquiry is also performed periodically, which can raise possible red flags on whether a client is actually in medical care. Lastly, the resident community within the Housing program support one another regularly report to staff any concerns for other housing residents. All of this data is collected on the Monthly Program Report Form.			
When Data Is Evaluated			
Information is collected during the intake/admission process, monthly for each client during mandatory individual housing meetings. ARIES inquiry is performed monthly.			
The Housing Coordinator includes this information on the monthly housing report, which is reviewed monthly and analyzed by the Director of Client Services. Information on medical care utilization is presented monthly to PT management and the Board.			

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**HIV Service Category HOPWA-Tenant Based Rental Assistance****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target
				Percentage
OC1	Percentage of households receiving TBRA through HOPWA that will establish or maintain a stable living environment that is decent, safe and sanitary and reduce their risk of homelessness.	3	5	60.00

What Data Is Collected

Data on discharge location and ability to maintain stable housing will be collected

How Data Is Compiled

Data will be collected in monthly reports

When Data Is Evaluated

Data will be analyzed monthly in reports and cumulatively every quarter

Program Budget for HIVContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021**Administrative Services**

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWA-Facility-Based Housing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HOPWA-Master Leasing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HOPWA-Supportive Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HOPWA-Tenant Based Rental Assistance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Direct Services

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWA-Facility-Based Housing	11,300.00	0.00	0.00	0.00	0.00	0.00	0.00	11,300.00
HOPWA-Master Leasing	54,000.00	0.00	0.00	0.00	0.00	0.00	340,000.00	394,000.00
HOPWA-Supportive Services	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
HOPWA-Tenant Based Rental Assistance	0.00	0.00	0.00	0.00	0.00	0.00	4,993.00	4,993.00
Subtotal	165,300.00	0.00	0.00	0.00	0.00	0.00	344,993.00	510,293.00

Total Budget

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWA-Facility-Based Housing	11,300.00	0.00	0.00	0.00	0.00	0.00	0.00	11,300.00
HOPWA-Master Leasing	54,000.00	0.00	0.00	0.00	0.00	0.00	340,000.00	394,000.00
HOPWA-Supportive Services	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00
HOPWA-Tenant Based Rental Assistance	0.00	0.00	0.00	0.00	0.00	0.00	4,993.00	4,993.00
Subtotal	165,300.00	0.00	0.00	0.00	0.00	0.00	344,993.00	510,293.00

Program Budget for HIVContract Term: 10/01/2017 - 09/30/2021
Program Period: 10/01/2020 - 09/30/2021

Budget Narrative**Budget Category Description**
HOPWA-Facility-Based Housing

Salaries Personnel costs for property management.

HOPWA-Master Leasing

Salaries Personnel costs for property management.

Other Master leased apartments for clients during temporary relocation - capped at fair market rent allowance.

HOPWA-Supportive Services

Salaries Personnel costs for supportive services delivery.

HOPWA-Tenant Based Rental Assistance

Other Client rental subsidy paid directly to landlords.



City of Austin

Social Services Compensation Terms

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.

2. **Request for Payment**

Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday.**

3. **Documentation**

3.1. **FOR DELIVERABLE AGREEMENTS:** Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.

3.2. **FOR REIMBURSEABLE AGREEMENTS:** Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.

3.2.1. Appropriate supporting documentation includes:

- General Ledger Detail report from the Grantee's financial management system
- Transaction Detail by Account Report from the Grantee's financial management system
- Other reports that meet all of the following specifications:
 - produced from the Grantee's accounting system with no manual changes or adjustments
 - submitted in PDF format
 - includes date the report was created
 - demonstrates specific expenses for which reimbursement is being requested
 - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.

4. **Right of Final Approval.**

The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

5. Payment.

5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

5.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

5.3.1 delivery of unsatisfactory services by the Grantee;

5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

5.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

5.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;

5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

6. Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

7. **Travel Expenses** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

8. **Final Payment and Close-Out**

8.2 The making and acceptance of final payment will constitute:

8.2.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

8.2.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with

the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

- 9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

10. Allowable and Unallowable Costs

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

10.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be reasonable for the performance of the activity under the Agreement
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government- financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented

10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
3. Equipment and other capital expenditures;

4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) (*Self-insurance reserves and pension funds are allowable*);
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

11. Ownership of Property.

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION,
ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,

demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

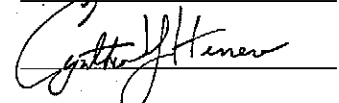
Dated this 27th day of October, 2020

CONTRACTOR

Authorized
Signature

Title

Project Transitions



Executive Director

PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.
- C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

INTERESTED PARTIES DISCLOSURE (FORM 1295)

As a condition to entering the Contract, the Business Entity constituting the Grantee must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring City Council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

HOPWA SUBRECIPIENTS – REQUIRED PERFORMANCE & FINANCIAL REPORTS

Reporting Requirements	Due Dates
HOPWA Financial Management Online Training: Grantee agrees to have at least one employee obtain a certificate of completion of HOPWA Financial Management Online Training at http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining	Within 90 days of the date of execution of the Grant Agreement
ARIES <u>Monthly</u> Data Report and ARIES <u>YTD</u> Data Report (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date totals.	Ongoing ARIES data input is required. Both ARIES Data Reports are due monthly, no later than the 15 th of each month for the previous month, uploaded into CIODM system
Monthly Performance Report and Monthly Financial Summary spreadsheets , including Program Income and Administrative Expenditures	Due no later than the 15 th of each month for the previous month, uploaded complete MS Excel spreadsheet sets into CIODM system
<i>(As applicable for each month where expenditures or performance are not within expected range):</i> Monthly Expenditure and Performance Variance Report by HIV Service Category (submitted in MS Word format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15 th of each month, uploaded as MS Word formatted file into CIODM system
Contractor Detail for Monthly Expenditures Report (general ledger/financial system transactions documentation)	Actual monthly & YTD expenditures report generated from the Contractor's financial system. Due no later than the 15 th of each month for the previous month, uploaded into CIODM system
Quarterly and Annual CAPER reports for all applicable HOPWA program measures, using the forms and instructions as provided by the City	Submitted by email to assigned City contract manager no later than the 15 th of the month following each quarter, or as directed by City
Semi-Annual OUTCOME Performance Measures report with cumulative YTD client results for numerators, denominators, and percentage rates achieved	April 15, 2021 (initial 6-month report) and November 15, 2021 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
Administrative and Fiscal Review (AFR) Annual report with all required attachments submitted into CIODM system	Due in conjunction with submission of the Grantee's annual financial audit report or financial review report
Final Term Period Closeout Report for the annual contract term	November 15, 2021
Annual Audit/ Financial Report with Management Letter and all related items – one, bound, hard copy original delivered to APH offices <u>plus</u> electronic forms completed and uploaded into CIODM system	No later than 270 calendar days after close of provider agency's fiscal year

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.

FEDERAL AWARD IDENTIFICATION

HOPWA

1. Subrecipient Name: Project Transitions, Inc.
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH20-F004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 9/22/2020
5. Subaward Period of Performance Start and End Date:
Start Date 9/22/2020
End Date 9/22/2023
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$510,293
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$1,793,021.34
8. Total Amount of Federal Award awarded to the pass-through entity: \$1,869,497
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The goal of the Project Transitions HOPWA program is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Interim Department Director
(512) 974-3064, rosie.truelove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable

FEDERAL AWARD IDENTIFICATION

HOPWA-CV

1. Subrecipient Name: Project Transitions, Inc..
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH20-FHW004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 8/5/2020
5. Subaward Period of Performance Start and End Date:
Start Date 8/5/2020
End Date 8/5/2023
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$0
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$74,262
8. Total Amount of Federal Award awarded to the pass-through entity: \$272,065
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The Project Transitions HOPWA-CV program provides housing services to maintain permanent housing, including: to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence to those PLWHA who have been impacted by COVID-19.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Department Director
(512) 974-3064, rosie.truelove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable

EXHIBIT G

MODIFICATIONS TO THE STANDARD AUSTIN PUBLIC HEALTH SOCIAL SERVICES AGREEMENT & EXHIBITS

For

Housing Opportunities for Persons With AIDS (HOPWA) Grants

The City receives Housing Opportunities for Persons With AIDS (HOPWA) grant funding from the United States Department of Housing and Urban Development (HUD) to operate a program to address the housing-related needs of people with HIV in the Austin Eligible Metropolitan Statistical Area (EMSA).

In this Agreement and its associated exhibits, "Grantee" and "Project Sponsor" refer to the party who will provide services for the City under this program.

Grantee shall comply with all HOPWA legislative requirements and HUD's HOPWA regulatory requirements that apply to the Austin EMSA HOPWA Program, including but not limited to the AIDS Housing Opportunity Act (42 USC 12901 et seq. "Act"), HOPWA Program Regulations, (24 CFR Part 574, "Regulations"), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB 2 CFR 200), which are incorporated by reference into this Agreement.

1. Section 4.1 of the Agreement is amended to add the following:

4.1.1 Grantee may not transfer any funds between Service Categories without advance written approval of the City.

4.1.2 Within a Service Category, Grantee may not transfer funds between major budget category line item amounts (Personnel, Fringe Benefits, Equipment, Travel, Supplies, Contractual, and Other) in excess of 10% of the total Service Category Approved Budget Allocation without advance written approval of the City. However, major budget category line item amounts may be changed without prior approval as long as the changes do not exceed 10% of the total Service Category Approved Budget Allocation. When there is an increase or decrease in a major budget category amount, the change must be reflected as a revised Approved Budget Allocation amount on all tabs in the Monthly Financial Status Report.

4.1.3 If expenditures or performance within any Service Category or across all Service Categories is not within a 10% variance of expected expenditures or performance targets, commensurate with the percent of the contract period elapsed, Grantee shall provide a written variance explanation; if the City does not accept the explanation, the City may require the Grantee to a) submit a revised expenditure plan, or b) amend the amount of this Agreement to the amount projected to be expended as determined by the City.

2. Section 4.2.2 of the Agreement is deleted in its entirety.

3. Section 4.2.3 of the Agreement is deleted in its entirety.

4. Section 4.2.4 of the Agreement is deleted in its entirety and replaced by the following:

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system, or supplied or supplemented by the City's Contract Manager, shall be completed by the Grantee and submitted to the City within 45 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

5. Section 4.3 of the Agreement is amended to add the following:
- 4.3.3 Grantee shall adhere to the Austin Area Grievance Policy and Procedures maintained by the City. Grantee must maintain and adhere to a Grievance Policy and Procedures which shall be available in English and Spanish and must be posted prominently in a public area easily accessible to clients. Clients may request an appeal for termination from any HOPWA program per local HOPWA termination policy.
6. Section 4.4.1 of the Agreement is deleted in its entirety and replaced by the following:
- 4.4.1 Grantee agrees that the City, its designee, and/or HUD may carry out monitoring activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Performance Measures, and Budget and to evaluate the efficiency, economy, and effectiveness of the Program and the Grantee's performance. Grantee shall fully cooperate with any monitoring or review and shall designate a staff member to coordinate monitoring and evaluation activities. HUD and/or the City will notify Grantee in writing of any deficiencies noted during such monitoring and Grantee shall respond to the monitoring report by the required deadline. HUD and/or the City will provide technical assistance, as needed or upon request, to the Grantee and may require or suggest changes in Grantee's program implementation or in Grantee's accounting, personnel, procurement, management, or service delivery processes or procedures in order to correct any deficiencies noted. HUD and/or the City may conduct follow-up monitoring to review and assess efforts by the Grantee to correct noted deficiencies. HUD and/or the City may terminate this Agreement or invoke other remedies in the event monitoring activities reveal deficiencies in Grantee's performance or if Grantee fails to correct any deficiency within the time allowed by Federal or City laws or regulations.
7. Section 4.5.8 of the Agreement is deleted in its entirety and replaced by the following:

4.5.8 Accessibility of Records and Right to Audit and Monitor.

4.5.8.1 Grantee agrees that representatives of HUD, the U.S. Government Accountability Office, the Texas Comptroller, the State Auditor's Office, the Office of the City Auditor, or other authorized representatives of the City shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5pm). Upon request, the Grantee agrees to redact client-identifying information in a way that will not obstruct such audit and monitoring activities. In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agree to refund to the City any overpayments disclosed by any such audit. Upon termination of this Agreement, all records are property of the City.

4.8.5.2 Grantee shall include this audit requirement in any subcontracts entered into in connection with this Agreement

8. Section 7.2 of the Agreement is deleted in its entirety and replaced by the following:

7.2 Performance Standards

7.2.1 Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If Grantee is unable or unwilling to perform its services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update performance measures.

7.2.2 Grantee and any subgrantees are required to comply with all applicable Federal and local standards for delivery of HOPWA client services as outlined through the HUD Exchange, in the HOPWA Grantee Oversight Resource Guide HOPWA Confidentiality Guide, Rental Assistance Guidebook, and STRMU Guidebook. Grantee warrants that all staff working on a HOPWA project will complete the HUD HOPWA Oversight Training at <https://www.hudexchange.info/trainings/hopwa-oversight-training/> at least annually, with new staff required to complete the training within 30 days of hire. Documentation of the completion of training for all staff must be maintained and provided to the City upon request.

9. Section 8 of the Agreement is modified to add the following:

8.32 Violence Against Women Act. In 2016, HUD published a Final Rule, 81 FR 80724, implementing provisions of the Violence Against Women Act (VAWA) in its housing programs. The purpose of the Final Rule is to protect applicants, tenants, and program participants in certain HUD programs, including HOPWA, from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender, gender identity, or sexual orientation.

HOPWA-assisted tenants may not be denied tenancy or occupancy rights solely due to any of the four criminal activities listed above if they were committed by a member of the household or any guest and the tenant or an affiliated individual of the tenant is the victim or threatened victim. If the perpetrator is the HOPWA-eligible member of the household, the remaining household will be allowed a grace period not to exceed one year and no less than nine months to apply for HOPWA assistance or find alternative housing. Housing assistance and supportive services will continue to be provided to remaining household members during the grace period.

Grantee is required to add a VAWA Lease Addenda to any lease agreements and provide forms HUD 5380: *Notice of Occupancy Rights Under the Violence Against Women Act* and HUD 5382: *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternative Documentation* to tenants and applicants. Grantee is also required to develop an Emergency Transfer Plan to be used for victims of any of the four criminal activities listed above. The form HUD 5381: *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used as a model for this Plan. STRMU and Emergency/Short-Term Facilities are exempted from VAWA requirements except that no individual may be denied assistance, have their assistance terminated, or be removed on the basis of or as a direct result of the fact that the individual is or has been a victim or survivor of domestic violence, dating violence sexual assault, or stalking.

10. Item 2 of Exhibit B.3, Social Services Compensation Terms, is deleted in its entirety and replaced by the following:

2. Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed (including all required reports and other deliverables) payment request using the City's contract management system. The payment request shall be submitted to the City no later than 11:59 p.m. Central Time 15 calendar days following the end of the month covered by the payment request. If the 15th calendar day falls on a weekend or holiday as outlined in Section 8.24 of the boilerplate contract, the deadline to submit the payment request is extended to 11:59 p.m. Central Time of the first weekday immediately following the weekend or holiday.

11. Item 9 of Exhibit B.3, Social Services Compensation Terms, is amended to add the following:

9.10 Grantee agrees to collect and report program income as required by this Agreement and the Grant and to list all program income received in its monthly financial reports. Program income must be returned to the HOPWA program and used for eligible program costs. Program income is gross income generated by the grant-supported activity or earned as a result of the grant award. Program income includes, but is not limited to, rent payments from program participants, returned security deposits, income for fees for services performed such as direct payment, or reimbursements received

from Medicaid, Medicare, private insurance, or any other third party payer. Direct payment includes, but is not limited to, enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Grantee agrees to add program income to Agreement funds and use program income to further eligible project or program objectives. Grantee shall ensure that systems are in place to account for program income. Program income shall be reported on the HIV Monthly Financial Summary Report and on other report formats as required by HUD or the City.

12. Item 10.3 of Exhibit B.3, Social Services Compensation Terms, is amended to add the following additional items as specifically **not allowable** with funds under this Agreement:

21. Expenses subject to reimbursement by a source other than the City
22. Expenses claimed that would supplant other funding sources already in place
23. Expenses specifically not allowed under the terms and conditions of the HOPWA Grant



Amendment No. 4
to
Agreement No. 9100 NG180000002
for
Social Services
between
PROJECT TRANSITIONS, INC.
and the
CITY OF AUSTIN

***Housing Opportunities for Persons With AIDS (HOPWA) Grant
CFDA # 14.241***

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total amount for this Amendment to the Agreement is ***Seventy Four Thousand Two Hundred Sixty Two dollars (\$74,262)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (October 1, 2017 - September 30, 2018)	n/a	\$ 354,415.34
Amendment No. 1: Modify Program Exhibits	\$ 0	\$ 354,415.34
Amendment No. 2: Exercise Extension Option #1 (October 1, 2018 - September 30, 2019)	\$ 401,016	\$ 755,431.34
Amendment No. 3: Exercise Extension Option #2 (October 1, 2019 - September 30, 2020)	\$ 453,035	\$ 1,208,466.34
Amendment No. 4: Add Grant Funds to Agreement and Modify Program Exhibits	\$ 74,262	\$ 1,282,728.34

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement** [Revised 8/24/2020]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 8/24/2020]

Exhibit B.1 -- Program Budget and Narrative for HIV is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative for HIV** [Revised 8/24/2020]

Exhibit F -- Federal Award Identification and is deleted in its entirety and replaced with a new **Exhibit F -- Federal Award Identification** [Revised 8/24/2020].

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$527,297 (*Five Hundred Twenty Seven Thousand Two Hundred Ninety Seven dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City's Living Wage Resolution No. 20160324-020, the Living Wage requirement does not apply to this Agreement.

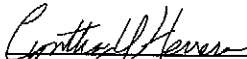
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



PROJECT TRANSITIONS, INC.
Cynthia Herrera, Executive Director
7101 Woodrow Ave., Unit B
Austin, TX 78757

Date: 8/24/2020

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 9/21/2020

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2020

Client Access

Project Transitions (PT) receives requests for housing most every day. These calls and emails come from case managers at local service organizations and from clients themselves. All requests are funneled through the Director of Client Services (DOC). During this first call, initial eligibility is assessed. As there are many calls from the community, the first issue discussed is HIV status. Potential clients not HIV-positive are referred to other housing resources. Discussion then turns to housing need, specifically talk about where the client is currently living and their housing, or homelessness history. This is followed by a program overview and a discussion of the waitlist. PT currently administers 2 housing wait lists, based on household size. Mirroring the HIV epidemic, the 1-bedroom waitlist far exceeds the 2-bedroom waitlist. In light of the coming relocation of current residents, demolition of the property, rebuilding and expansion, PT has suspended the housing waitlist. Once the new building opens at the end of the next year, all relocated PLWH households will be returned. Following this step, the organization will turn to the existing waitlist to fill available apartments. Following this, PT will begin marketing the new property with community partners (e.g., other AIDS Service Organizations, ECHO and other housing agencies) for referral of potentially eligible PLWH and the families in need of housing.

Service Linkage, Referral, and Collaboration Access

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. All of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care once permanent housing is secured. Housing specialist use a variety of methods to ensure PLWHA residents remain in care and medication adherent. These include discussion of the issues at monthly individual housing meetings with the PLWHA, client observation, ARIES inquiry and through other resident reports. Housing specialists support retention in care through these discussions and through assistance setting appointments, medical transportation, substance abuse assessments and connection to substance abuse resources. Other referrals and connection to community resources include benefit access, employment and job training, budgeting and the like. When a client is identified as potentially not in care, these residents become priority and are connected to the Doug's House nurse or other resources to ensure care and adherence are maintained. During the COVID-19 epidemic, face-to-face meetings are mandated to occur outside, with masks and social distancing. Laptops have been issued for case managers to do more work from home, with in-office hours staggered to ensure no more than 2 individuals are in the office at one time. Telephone contact has been the primary source of client meetings.

Client Input and Involvement

Client and family involvement in services is a basic tenet of housing program. Staff works with residents regarding the individual choices they want to make about their quality of life. When working to access affordable housing options, the PLWHA is free to choose what areas of town, neighborhoods and housing complexes they wish to consider. While retention in care is a program requirement, clients can choose their own health care provider. Life skills are another program requirement where the client is involved in the decision-making process and in is the driver's seat to choose their own path. Formal methods of obtaining consumer feedback are: a. Individualized Plans of Care – housing and supportive services plans are reviewed in monthly meetings with the client and housing specialist. Plan goals, objectives and action steps are created and revised based on the individualized needs and wants of the client. Each client has their own plan. b. Town Hall – town halls are quarterly meetings between housing staff and all residents at a given property. While town halls include various life skills training, announcements of upcoming events and rule reminders, a considerable amount of time is devoted to open discussion. In these talks, residents bring up issues important to them, suggestions for future actions and activities and concerns around quality of service or other issues. All feedback is compiled and used in program planning. c. Satisfaction Survey – Clients rate their satisfaction with services by filling out a questionnaire that provides feedback about the quality of staff/client interactions and service delivery. Client anonymity is ensured.

Cultural Competency

The PT facility-based housing, supportive services and community housing programs specifically addresses the issues of the

Program Work Statement

underserved: minorities, women, substance abusers, gay men, transgender and the homeless. Strategies are specifically designed to meet the needs of these populations. Women: Female staff; child-friendly facility, quality of life events for the children; Substance Abusers: closer relationships with substance abuse experts to include relapse prevention support and counseling; regular assessments around substance use; increased substance abuse training for staff; referrals for inpatient treatment; People of Color: Bilingual and African American staff; cultural competency training for all staff; forms available in Spanish and other languages; Mental Illness: Staff training in mental illness; close coordination with mental health experts for the management of active mental health issues, including CARE program licensed professional counselors, providers and psychiatrists; home visits by PT's Doug House RN to assess, support and ensure psychotropic medication adherence; Homeless: Emphasis on meeting basic needs (shelter, food, clothing) and a focus on providing supported access health care; independent living skills, including money management and prioritizing rent and utility payments; and LGBT: an appreciation of all orientations, gay men on staff and an honoring of preferred names and gender expressions.

Program Work Statement

HIV Service Category HOPWACV-Facility-Based Housing

Client Eligibility

Facility-Based Housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Facility-based housing recipients must have HIV/AIDS (proof of diagnosis is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and circumstances; circumstances include current homelessness, risk of losing current housing, marginally housed (a situation that does not support maintenance in care of HIV medication adherence), or living in an unstable or substandard situation. As each potential client, along with their family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Population

In order to receive facility-based housing services, potential clients must be living within the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Recently the COA-HRAU added several new counties to the eligibility policy for the Austin TGA. At least one household member must be living with HIV/AIDS, and the household, based on income limits and rent calculation, must be low income.

Clients must be homeless, living in substandard housing or marginally housed. For PT, marginally housed is defined as a living situation that does not support maintenance in HIV medical care or HIV medication adherence.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving facility-based housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to maintain permanent housing; some of these activities/issues include: increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The facility-based housing program targets homeless, marginally housed, or at-risk of homelessness Persons Living with HIV/AIDS (PLWHA) in the Austin TGA. PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income.

Frequency of these service activities

continuous daily.

Location(s) of these service activities

PT's facility based housing program is currently located at Highland Terrace. This apartment complex is located in central Austin, close to HIV medical services and other HIV supportive services agencies. It is on a bus line and located with reasonable proximity to grocery stores and other food resources.

Staffing

Director of Client Services
Housing Program Manager
Senior Housing Specialist
Housing Specialist
Life Skills Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also

Program Work Statement

HIV Service Category HOPWACV-Facility-Based Housing

evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWACV-Master Leasing

Client Eligibility

Clients eligible for the Master Leasing service category are PLWH and their families currently enrolled in PT's facility-based housing program and previously living at the Roosevelt Gardens apartment complex. With the Roosevelt Gardens apartment complex slated for demolition, rebuilding and expansion, current clients were relocated to master leasing units in the community. These are clients who have already met the Austin TGA requirements for HOPWA eligibility, including previously residing in the Austin TGA (residence), having HIV/AIDS (a letter of diagnosis by a physician is required for at least one individual in a household), be of low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential to live independently. PT has allocated additional units within the master leasing category for the intake of new clients meeting HOPWA criteria.

Target Population

Clients eligible for the Master Leasing service category are PLWH and their families currently enrolled in PT's facility-based housing program and living at the Roosevelt Gardens apartment complex. Clients are admitted to the program homeless or marginally housed. When originally admitted, these clients are only loosely connected to HIV medical care and HIV medication adherent. To be eligible for the new units within the master leasing category, potential clients must be HIV positive, be of low income, able to live independently and be residing within the Austin TGA, either homeless, living in substandard housing or be marginally housed. For the agency, marginally housed is a living situation that does not support maintenance in HIV medical care or HIV medication adherence.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. This service category seeks to maintain stable housing for PLWH already living in the Roosevelt Gardens facility-based housing, or new clients who meet eligibility criteria. Master Leasing provides the HIV-positive client and their self-defined family members an apartment that meets habitability standards and supportive services from PT staff members.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT's Master Leasing Program is located at two temporary locations within the city of Austin. Both are centrally located, close to HIV medical services and other HIV supportive services agencies. Both are located on local bus lines and are closely located near grocery stores and other food resources. Both locations include an office for agency staff to provide supportive and other services.

Staffing

Director of Client Services
Housing Program Manager
Senior Housing Specialist
Housing Specialist
Life Skills Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2020

HIV Service Category HOPWACV-Master Leasing

completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2020

HIV Service Category HOPWACV-Supportive Services

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT facilities-based, community housing and master leasing programs.

Target Population

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties, or a resident in PT's community housing or master leasing programs. Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, low health literacy, a history of homelessness, decreased skill level around issues of apartment living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is one or more of these issues that brought the client to HIV risk and for which the client is in need of supportive services.

Service activities linked to Budget Justification

Supportive Services are an integral and necessary part of programming, with the goal to enable the PLWH to access and maintain permanent, stable housing. Working in tandem with the strengths and input of the PLWH and other household members, these activities are key to the success of the individual participant.

While difficult to quantify, creating a stable, safe and secure environment is by far, the most critical need for all households. Activities in this area include establishing rapport, having unconditional positive regard, creating a sense of community, and using a strength-based, trauma-informed approach, interested in the events of their lives. Success and improvements for PLWH participants are not possible without this underlying philosophy and environment in firmly in place.

Addiction, mental health issues and a history of complex trauma affect upwards of 70% of the population. Vigilance and the ability to assess the warning signs when these issues emerge is an important skill, as HIV medication adherence and maintenance in HIV medical care are consistently the first casualties. While assessment is a Supportive Service provided by Housing Specialists, addiction and mental health counseling and/or treatment is not part. Partnerships with other organizations with the specific expertise are key to this much needed activity.

Budgeting is an important supportive service, as nearly 50% of all households struggle with paying rent timely and on a consistent basis. With a history of homelessness and no role models from whom to learn rent payment, many households prioritize financial needs and payments differently. Without positive education and support – along with the negative reinforcement of late notices – this routine is a recipe for loss of housing through eviction once they enter the mainstream rental housing marketplace. This activity is therefore initiated with all households.

Securing permanent housing is a primary Supportive Service. This is a two-sided process, involving assessment of housing barriers, setting goals and working with the PLWH to address those issues. It also involves knowledge of the household to determine appropriate housing options, gaining household input into those options, researching what is available in the community, learning about each application process, setting appointments for the household to visit, and attending property tours and meetings with the client. Due to the intensity of this Supportive Service, the Housing Specialist concentrates the work on 1-2 households at a time.

Conflict resolution and relationship issues is another area of Supportive Services for many PLWH. A lifetime of living on the streets, where presenting an aggressive front is necessary for survival, is very different from the rules of interaction in a housing community. As a result, the simple need to ask a neighbor to turn down their music and other small affronts quickly escalate into a larger issue. While discerning the boundary between staff stepping in versus allowing the PLWH to handle the issue themselves can be somewhat murky, these type of behavioral conversations are a regular part of Supportive Services work. PLWH meet with their Housing Specialist at least monthly, and many times weekly or daily in brief interactions, as the Housing Specialists' offices are co-located with the client's home. In these formal and informal interactions, the Housing Specialist assesses the PLWH's maintenance in HIV medical care and HIV medication adherence. HIV care retention and adherence are the centerpiece Supportive Service provided at Roosevelt Gardens. Housing Specialists intervene where possible, providing health literacy education, medical, insurance and pharmacy system navigation assistance and transportation when needed. Housing Specialists also refer to local area case managers and the RN and Medical Assistant at the organization's recuperative care program to assist with medication pours, refill barriers and education, and provide guidance on more complex medical and adherence issues.

The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. Most of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2020

HIV Service Category HOPWACV-Supportive Services

build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care, including vocational guidance, access to other financial supports such as Medicaid, SSI/SSDI, SNAP benefits, substance abuse and mental health counseling and medical transportation, just to name a few. The service-enriched low-income housing programs are designed for persons who have identified needs in the areas of legal/social issues, mental health, substance abuse, homelessness and/or short-term facilities-based housing. Individually designed transition/service plans guide residents back into the community to permanent, stable, affordable housing. The need for long-term support is determined by the need for physical or mental health support, relapse prevention support or complex legal /social service needs. Program staff provide the intensive support services available on-site. Program staff works with residents to make sure that all basic needs are met. Assistance with obtaining clothing, household furnishings, access to transportation, mental and physical health support, medical care and medication adherence. Residents are guided to the appropriate resources to gain independent living skills. Training is also provided on-site, individually or in a group setting. Services provided by staff include money management, household management, time management, and other life skills. Assistance in locating schooling, vocational training and job placement is available. The process of locating permanent low-income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self-determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save for deposits, and help them prepare to move when an offer is made. Health and well-being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self-sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan. Assessments are conducted annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by programs staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Housing Plans, as well as in Social Service Case Notes. Alcohol and Drug Abuse Assessments are completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on-site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

During the COVID-19 epidemic, supportive services are limited to one-on-one support. While telephone contact is the main avenue for this service, face-to-face meetings are occurring with appropriate social distancing, mask wearing and security of the environment (e.g., outdoors) in place.

Frequency of these service activities

Supportive services are provided depending on the needs of the individual client and the needs of the client community with PT's facility-based, master leasing and community housing programs. Services could be provided daily, more than once daily, monthly or weekly. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Any special needs are attended to at time of request. Offices have been established at the temporary locations, with office hours staggered to maintain appropriate precautions during this time.

During the period, client contact has leaned toward phone meetings, though with precautions in place; has included face-to-face meetings. Case managers have been issued laptops to enable working outside with a client, working from home, and staggering the staffing hours within the office to ensure appropriate distancing and other COVID precautions.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT facility-based housing, community housing and master leasing programs. Location for PT's facility-based housing program is an apartment complex in north central Austin, with PT's master leasing program in 2 housing complexes in the same general area. All properties are close to bus lines, basic needs shopping opportunities and to other services located within the community. Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other reasons, are unable to currently meet rent and utility obligations and are in danger of eviction. Supportive services are provided out of the PT housing

Program Work Statement

HIV Service Category HOPWACV-Supportive Services

offices located at each of the master leasing locations. Due to COVID precautions, these offices are staffed Mon-Fri from 8am-4pm, with staff on staggered hours. Current clients in need of supportive services can connect with staff by phone, come by the office, or talk with them directly.

Staffing

director of client services
housing program manager
senior housing specialist
housing specialist
life skills coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Facility-Based Housing

Client Eligibility

Facility-Based Housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Facility-based housing recipients must have HIV/AIDS (proof of diagnosis is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and circumstances; circumstances include current homelessness, risk of losing current housing, marginally housed (a situation that does not support maintenance in care of HIV medication adherence), or living in an unstable or substandard situation. As each potential client, along with their family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Population

In order to receive facility-based housing services, potential clients must be living within the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Recently the COA-HRAU added several new counties to the eligibility policy for the Austin TGA. At least one household member must be living with HIV/AIDS, and the household, based on income limits and rent calculation, must be low income.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving facility-based housing services.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to maintain permanent housing; some of these activities/issues include: increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The facility-based housing program targets homeless, marginally housed, or at-risk of homelessness Persons Living with HIV/AIDS (PLWHA) in the Austin TGA. PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT has two housing properties that are located in north central Austin. Both properties are close to bus lines, basic needs shopping opportunities and to other services located within the community. Residents living at the Roosevelt Gardens will move to temporary quarters at other apartment complexes in Austin. These properties were selected based on Fair Market Rent and proximity to other services, food resources and transportation lines.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2020

HIV Service Category HOPWA-Facility-Based Housing

made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite If Applies)

Program Work Statement

HIV Service Category HOPWA-Master Leasing

Client Eligibility

Clients eligible for the Master Leasing service category are PLWH and their families currently enrolled in PT's facility-based housing program and living at the Roosevelt Gardens apartment complex. As the Roosevelt Gardens apartment complex is slated for demolition, rebuilding and expansion, current clients will be relocated to master leasing units in the community. These are clients who have already met the Austin TGA requirements for HOPWA eligibility, including previously residing in the Austin TGA (residence), having HIV/AIDS (a letter of diagnosis by a physician is required for at least one individual in a household), be of low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential to live independently.

Target Population

Clients eligible for the Master Leasing service category are PLWH and their families currently enrolled in PT's facility-based housing program and living at the Roosevelt Gardens apartment complex. Clients are admitted to the program homeless or marginally housed. When originally admitted, these clients are only loosely connected to HIV medical care and HIV medication adherent.

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. This service category seeks to maintain stable housing for PLWH already living in the Roosevelt Gardens facility-based housing.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

Master Leasing will occur within the Austin TGA at existing apartment complexes on community bus lines and within a reasonable distance to the David Powell Clinic and other HIV medical service providers.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

Program Work Statement

Contract Term: 10/01/2017 - 09/30/2020

HIV Service Category HOPWA-Master Leasing

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Supportive Services

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT facilities-based, community housing and master leasing programs.

Target Population

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties, or a resident in PT's community housing or master leasing programs. Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, low health literacy, a history of homelessness, decreased skill level around issues of apartment living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is one or more of these issues for which the client is in need and receiving supportive services.

Service activities linked to Budget Justification

Supportive Services are an integral and necessary part of programming, with the goal to enable the PLWH to access and maintain permanent, stable housing. Working in tandem with the strengths and input of the PLWH and other household members, these activities are key to the success of the individual participant. While difficult to quantify, creating a stable, safe and secure environment is by far, the most critical need for all households. Activities in this area include establishing rapport, having unconditional positive regard, creating a sense of community, and using a strength-based, trauma-informed approach, interested in the events of their lives. Success and improvements for PLWH participants are not possible without this underlying philosophy and environment in firmly in place. Addition, mental health issues and a history of complex trauma affect upwards of 70% of the population. Vigilance and the ability to assess the warning signs when these issues emerge is an important skill, as HIV medication adherence and maintenance in HIV medical care are consistently the first causalities. While assessment is a Supportive Service provided by Housing Specialists, addiction and mental health counseling and/or treatment is not part. Partnerships with other organizations with the specific expertise are key to this much needed activity. Budgeting is an important supportive service, as nearly 50% of all households struggle with paying rent timely and on a consistent basis. With a history of homelessness and no role models from whom to learn rent payment, many households prioritize financial needs and payments differently. Without positive education and support – along with the negative reinforcement of late notices – this routine is a recipe for loss of housing through eviction once they enter the mainstream rental housing marketplace. This activity is therefore initiated with all households. Securing permanent housing is a primary Supportive Service. This is a two-sided process, involving assessment of housing barriers, setting goals and working with the PLWH to address those issues. It also involves knowledge of the household to determine appropriate housing options, gaining household input into those options, researching what is available in the community, learning about each application process, setting appointments for the household to visit, and attending property tours and meetings with the client. Due to the intensity of this Supportive Service, the Housing Specialist concentrates the work on 1-2 households at a time. Conflict resolution and relationship issues is another area of Supportive Services for many PLWH. A lifetime of living on the streets, where presenting an aggressive front is necessary for survival, is very different from the rules of interaction in a housing community. As a result, the simple need to ask a neighbor to turn down their music and other small affronts quickly escalate into a larger issue. While discerning the boundary between staff stepping in versus allowing the PLWH to handle the issue themselves can be somewhat murky, these type of behavioral conversations are a regular part of Supportive Services work. PLWH meet with their Housing Specialist at least monthly, and many times weekly or daily in brief interactions, as the Housing Specialists' offices are co-located with the client's home. In these formal and informal interactions, the Housing Specialist assesses the PLWH's maintenance in HIV medical care and HIV medication adherence. HIV care retention and adherence are the centerpiece Supportive Service provided at Roosevelt Gardens. Housing Specialists intervene where possible, providing health literacy education, medical, insurance and pharmacy system navigation assistance and transportation when needed. Housing Specialists also refer to local area case managers and the RN and Medical Assistant at the organization's recuperative care program to assist with medication pours, refill barriers and education, and provide guidance on more complex medical and adherence issues. The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. Most of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help

Program Work Statement

HIV Service Category HOPWA-Supportive Services

build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care, including vocational guidance, access to other financial supports such as Medicaid, SSI/SSDI, SNAP benefits, substance abuse and mental health counseling and medical transportation, just to name a few. The service-enriched low-income housing programs are designed for persons who have identified needs in the areas of legal/social issues, mental health, substance abuse, homelessness and/or short-term facilities-based housing. Individually designed transition/service plans guide residents back into the community to permanent, stable, affordable housing. The need for long-term support is determined by the need for physical or mental health support, relapse prevention support or complex legal /social service needs. Program staff provide the intensive support services available on-site. Program staff works with residents to make sure that all basic needs are met. Assistance with obtaining clothing, household furnishings, access to transportation, mental and physical health support, medical care and medication adherence. Residents are guided to the appropriate resources to gain independent living skills. Training is also provided on-site, individually or in a group setting. Services provided by staff include money management, household management, time management, and other life skills. Assistance in locating schooling, vocational training and job placement is available. The process of locating permanent low-income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self-determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save for deposits, and help them prepare to move when an offer is made. Health and well-being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self-sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan. Assessments are conducted annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by program staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Housing Plans, as well as in Social Service Case Notes. Alcohol and Drug Abuse Assessments are completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on-site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

During the COVID-19 epidemic, supportive services are limited to one-on-one support. While telephone contact is the main avenue for this service, face-to-face meetings are occurring with appropriate social distancing, mask wearing and security of the environment (e.g., outdoors) in place.

Frequency of these service activities

Supportive services are provided depending on the needs of the individual client and the needs of the client community with PT's facility-based and community housing programs. Services could be provided daily, more than once daily, monthly or weekly. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Any special needs are attended to at time of request. Offices have been established at the temporary locations, with office hours staggered to maintain appropriate precautions during this time.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT facility-based housing, community housing and master leasing programs, and PT's Doug's House facility. Location for PT's facility-based housing program: PT has two housing properties that are located in north central Austin. Both properties are close to bus lines, basic needs shopping opportunities and to other services located within the community. PT's Doug's House facility is similarly located within the same neighborhood. Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other reasons, are unable to currently meet rent and utility obligations and are in danger of eviction. Supportive services are provided out of the PT housing office which is located at the larger PT housing property, at the client's home, or at PT's Doug's House facility. Current clients in need of supportive services can connect with staff by phone, come by the office, or talk with them directly. Housing specialist also regularly make home visits to our community housing residents and to the

Program Work Statement

HIV Service Category HOPWA-Supportive Services

smaller PT housing property. At PT's Doug's House, round-the-clock staff provide support for daily living and other supportive services regularly to the PLWHA client.

At the temporary master leasing locations, offices have been opened with staggered working hours for housing specialists.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator
Life Skills Coordinator
Housing Specialist

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Work Statement

HIV Service Category HOPWA-Tenant Based Rental Assistance

Client Eligibility

TBRA housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Recently the COA-HRAU added several new counties to the Austin TGA eligibility policy. TBRA housing recipients must have HIV/AIDS (a letter of diagnosis by a physician is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential, ability, or willingness to transition to independence. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent and have an existing apartment lease or other existing housing out in the community.

Requests for TBRA services are received by the Director of Client Services and after initial eligibility screening, are funneled to housing staff for face-to-face intake interviews. While there is no wait-list for TBRA at PT, fiscal constraints limit the total number of clients served.

Target Population

TBRA clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving TBRA housing services.

Service activities linked to Budget Justification

Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other self-sustainability barriers, are unable to currently meet rent and utility obligations and are therefore in danger of eviction. The community housing program assists with current rent and utilities, providing short term relief enabling the PLWHA to remain in a stable housing situation and support maintenance in medical care and HIV medication adherence. All PLWHA household members also receive supportive services, including independent living skills, vocational guidance and if needed, assistance locating permanent housing.

Frequency of these service activities

TBRA housing services provide support by monthly payments to support housing maintenance, with the agency and the client (depending on income calculation) each responsible for part of the expense. Housing staff meet with each household monthly to address and facilitate housing goals. These goals are part of the plan of service set out at admission, with the client as the main driver of the activities and objectives found within the plan.

Location(s) of these service activities

Anywhere the client is currently living within the Austin TGA. Monthly meetings with the head of household are conducted as home visits.

Staffing

Executive Director
Finance Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Program effectiveness is measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. To obtain client feedback, a Client Satisfaction Survey is offered quarterly to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered, self-improvement and a sense of safety and security. All are key to program effectiveness. Client needs assessments are completed at admission and at least annually, with most updated quarterly. Reviewed at monthly meetings with each household, this information not only drives independent

Program Work Statement

HIV Service Category HOPWA-Tenant Based Rental Assistance

client care, it also provides data on services needed. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**Outputs****HIV Service Category HOPWACV-Facility-Based Housing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide 700 units of facility based housing one day equals one unit of service. by the 5th of the month, the housing program manager completes the days of care spreadsheet for housing program residents. this spreadsheet is reviewed/quality assured by the director of client services.	700		700
OP2	pt will provide facility based housing to 20 unduplicated clients. by the 5th of the month, the housing program manager will complete the days of care spreadsheet report and give to the director of client services who will review/quality assure the report.	20		20

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**HIV Service Category HOPWACV-Master Leasing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide 1,000 units of COVID Master Leasing assistance. One unit of COVID service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	1,000		1,000
OP2	PT will provide COVID Master Leasing services to 7 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	7		7

Program Performance for HIV Service Category

Contract Term: 10/01/2017 - 09/30/2020

Program Period: 10/01/2019 - 09/30/2020

HIV Service Category HOPWACV-Supportive Services

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide 800 units of COVID supportive services. One unit of COVID supportive services is equal to 15 minutes working with, or on behalf of the client. This includes time to document COVID supportive services actions taken or meetings held. By the 5th of the month, all staff has entered supportive services time spent and the Housing Program Manager runs a ClickTime report showing all time spent with and for clients.	800		800
OP2	PT will provide supportive services to 27 unduplicated clients. By the 5th of the month, casemanagers will have entered all time spent with and on the behalf of clients during the previous month. This includes time to document client meetings and actions. A report is run in ClickTime by the Housing Manager showing the total time spent with each individual household.	27		27

Program Performance for HIV Service Category

Contract Term: 10/01/2017 - 09/30/2020

Program Period: 10/01/2019 - 09/30/2020

HIV Service Category HOPWA-Facility-Based Housing

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide facility-based housing services to 28 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	28		28
OP2	PT will provide 6,500 units of facility-based housing. One unit of service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	6,500		6,500

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**HIV Service Category HOPWA-Master Leasing**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide Master Leasing services to 17 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	19	-2	17
OP2	PT will provide 1,000 units of Master Leasing assistance. One unit of service is equal to one day of housing provided to each household. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to PT management and the Board.	1,700	-700	1,000

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**HIV Service Category HOPWA-Supportive Services**

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide supportive services to 33 unduplicated households. Every household receiving facility-based housing, master leasing, or tenant-based rental assistance are eligible for supportive services. Data collected includes the number of households receiving supportive services in a given month.	33		33
OP2	PT will provide 2,500 units of Supportive Services. Information is collected in case records and compiled on the monthly housing program report.	2,500		2,500

Program Performance for HIV Service Category

Contract Term: 10/01/2017 - 09/30/2020

Program Period: 10/01/2019 - 09/30/2020

HIV Service Category HOPWA-Tenant Based Rental Assistance

Output Measure Description		Period Goal		
		Initial/Previous	Actual	Target
	How Data Is Compiled			
OP1	PT will provide TBRA services to 5 unduplicated households. Housing Program Coordinator will prepare a monthly report of the number of days provided and number of clients served. This report is verified monthly by the Director of Client Services (DOCS). The data is compiled and analyzed monthly and presented to PT management and Board.	5		5
OP2	PT will provide 25 units of service to TBRA households. One unit of service is equal to one payment for tenant-based rental assistance for each household. The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by DOCS. The data is compiled and analyzed monthly and presented to PT management and the Board.	25		25

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**Outcomes****HIV Service Category HOPWA-Facility-Based Housing****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving housing and supportive services will experience an improved sense of health and wellbeing.	20	28	71.43
	What Data Is Collected			
	Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status.			
	How Data Is Compiled			
	A survey will be distributed to households monthly and quarterly.			
	When Data Is Evaluated			
	Data will be compiled and analyzed quarterly.			
OC2	Percentage of HIV-positive clients who access or remain in primary medical care.	25	28	89.29
	What Data Is Collected			
	Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			
OC3	Percentage of households leaving facility-based housing and supportive services that are placed in long-term affordable housing.	2	4	50.00
	What Data Is Collected			
	Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**HIV Service Category HOPWA-Master Leasing****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving master leasing assistance will experience an improved sense of health and wellbeing.	15	22	68.18
	What Data Is Collected			
	Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status.			
	How Data Is Compiled			
	A survey will be distributed to households monthly and quarterly.			
	When Data Is Evaluated			
	Data will be compiled and analyzed quarterly.			
OC2	Percentage of HIV-positive clients who access or remain in primary medical care.	20	22	90.91
	What Data Is Collected			
	Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			
OC3	Percentage of households leaving master leasing that are placed in long-term affordable housing.	2	4	50.00
	What Data Is Collected			
	Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.			
	How Data Is Compiled			
	Data will be collected on the Monthly Program Report Form.			
	When Data Is Evaluated			
	Monthly and quarterly			

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020

HIV Service Category		HOPWA-Supportive Services		
Outcome Measure Description		Period Goal		
		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving supportive services who experience a positive sense of health and well-being.	23	33	69.70
What Data Is Collected				
Survey questions designed to provide data on the degree to which clients experience a sense of improved health and well-being. Measures used as indices include security, happiness and functional status.				
How Data Is Compiled				
A formal survey of clients.				
When Data Is Evaluated				
Surveys will be distributed to households monthly and quarterly, with data compiled and analyzed quarterly.				
OC2	Percentage of HIV-positive clients who access or remain in primary medical care.	29	33	87.88
What Data Is Collected				
Data collected is utilization of HIV medical services and medication adherence.				
How Data Is Compiled				
At intake, staff document client status on receiving medical care and written verification is required. During the term of service, via client self-report, staff discuss and document utilization with medical providers, adherence, medical issues and upcoming appointments. ARIES inquiry is also performed periodically, which can raise possible red flags on whether a client is actually in medical care. Lastly, the resident community within the Housing program support one another regularly report to staff any concerns for other housing residents. All of this data is collected on the Monthly Program Report Form.				
When Data Is Evaluated				
Information is collected during the intake/admission process, monthly for each client during mandatory individual housing meetings. ARIES inquiry is performed monthly.				
The Housing Coordinator includes this information on the monthly housing report, which is reviewed monthly and analyzed by the Director of Client Services. Information on medical care utilization is presented monthly to PT management and the Board.				

Program Performance for HIV Service CategoryContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**HIV Service Category HOPWA-Tenant Based Rental Assistance****Outcome Measure Description****Period Goal**

		Numerator	Demoninator	Target Percentage
OC1	Percentage of households receiving TBRA through HOPWA that will establish or maintain a stable living environment that is decent, safe and sanitary and reduce their risk of homelessness.	2	4	50.00

What Data Is Collected

Data on discharge location and ability to maintain stable housing will be collected

How Data Is Compiled

Data will be collected in monthly reports

When Data Is Evaluated

Data will be analyzed monthly in reports and cumulatively every quarter

Program Budget for HIVContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**Administrative Services**

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWACV-Facility-Based Housing	900.00	0.00	0.00	0.00	0.00	0.00	400.00	1,300.00
HOPWACV-Master Leasing	1,000.00	0.00	0.00	0.00	2,000.00	0.00	400.00	3,400.00
HOPWACV-Supportive Services	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
HOPWA-Facility-Based Housing	11,725.00	2,841.00	0.00	0.00	0.00	0.00	0.00	14,566.00
HOPWA-Master Leasing	4,549.00	1,126.00	0.00	0.00	0.00	0.00	1,600.00	7,275.00
HOPWA-Supportive Services	4,228.00	1,003.00	0.00	0.00	0.00	0.00	0.00	5,231.00
HOPWA-Tenant Based Rental Assistance	1,010.00	151.00	0.00	0.00	0.00	0.00	0.00	1,161.00
Subtotal	23,412.00	5,121.00	0.00	0.00	2,000.00	0.00	3,400.00	33,933.00

Direct Services

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWACV-Facility-Based Housing	1,500.00	0.00	0.00	0.00	1,200.00	0.00	21,000.00	23,700.00
HOPWACV-Master Leasing	2,000.00	0.00	3,000.00	0.00	4,862.00	0.00	24,000.00	33,862.00
HOPWACV-Supportive Services	2,000.00	0.00	2,000.00	0.00	7,000.00	0.00	0.00	11,000.00
HOPWA-Facility-Based Housing	54,449.00	15,926.00	0.00	0.00	0.00	0.00	143,248.00	213,623.00
HOPWA-Master Leasing	12,335.00	3,666.00	0.00	0.00	0.00	0.00	108,090.00	124,091.00
HOPWA-Supportive Services	52,511.00	16,167.00	0.00	0.00	1,380.00	0.00	0.00	70,058.00
HOPWA-Tenant Based Rental Assistance	892.00	262.00	0.00	0.00	0.00	0.00	15,876.00	17,030.00
Subtotal	125,687.00	36,021.00	5,000.00	0.00	14,442.00	0.00	312,214.00	493,364.00

Program Budget for HIVContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**Total Budget**

Service Category	Salaries	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
HOPWACV-Facility-Based Housing	2,400.00	0.00	0.00	0.00	1,200.00	0.00	21,400.00	25,000.00
HOPWACV-Master Leasing	3,000.00	0.00	3,000.00	0.00	6,862.00	0.00	24,400.00	37,262.00
HOPWACV-Supportive Services	2,000.00	0.00	2,000.00	0.00	7,000.00	0.00	1,000.00	12,000.00
HOPWA-Facility-Based Housing	66,174.00	18,767.00	0.00	0.00	0.00	0.00	143,248.00	228,189.00
HOPWA-Master Leasing	16,884.00	4,792.00	0.00	0.00	0.00	0.00	109,690.00	131,366.00
HOPWA-Supportive Services	56,739.00	17,170.00	0.00	0.00	1,380.00	0.00	0.00	75,289.00
HOPWA-Tenant Based Rental Assistance	1,902.00	413.00	0.00	0.00	0.00	0.00	15,876.00	18,191.00
Subtotal	149,099.00	41,142.00	5,000.00	0.00	16,442.00	0.00	315,614.00	527,297.00

Program Budget for HIVContract Term: 10/01/2017 - 09/30/2020
Program Period: 10/01/2019 - 09/30/2020**Budget Narrative****Budget Category Description**
HOPWACV-Facility-Based Housing

Salaries	Personnel costs related to COVID client support
Supplies	Supplies directly related to COVID-19 alterations in normal processes and quarantine-specific client needs
Other	24x7 security services while staff under stay at home orders, hazmat and sanitation services for client apartments and meeting spaces, client quarantine accommodations

HOPWACV-Master Leasing

Salaries	Personnel costs related to COVID client support
Travel	Client services vehicle/local mileage and other specialized travel costs during stay at home / quarantine
Supplies	Supplies directly related to COVID-19 alterations in normal processes and quarantine-specific client needs
Other	Hazmat and sanitation services for client apartments and meeting spaces, client quarantine accommodations

HOPWACV-Supportive Services

Salaries	Personnel costs related to COVID client support
Travel	Travel costs for client medical appoints and other needs during quarantine
Supplies	Food and supplies directly related to COVID-19 alterations in normal processes and quarantine-specific client needs - laptops/tablets for client telehealth appointments, burner cell phones for client use, PPE supplies

HOPWA-Facility-Based Housing

Salaries	Personnel and fringe, repairs and maintenance, utilities, security services and property insurance costs.
Fringe	Personnel and fringe, repairs and maintenance, utilities, security services and property insurance costs.
Other	Personnel and fringe, repairs and maintenance, utilities, security services and property insurance costs.

HOPWA-Master Leasing

Salaries	Master leased apartments for clients during temporary relocation, security services and employee salaries and fringe.
Fringe	Master leased apartments for clients during temporary relocation, security services and employee salaries and fringe
Other	Master leased apartments for clients during temporary relocation, security services and employee salaries and fringe

HOPWA-Supportive Services

Salaries	Supportive Services personnel and fringe.
Fringe	Supportive Services personnel and fringe.

HOPWA-Tenant Based Rental Assistance

Salaries	Personnel and fringe and leased apartments expenses.
Fringe	Personnel and fringe and leased apartments expenses.
Other	Personnel and fringe and leased apartments expenses.

FEDERAL AWARD IDENTIFICATION

1. Subrecipient Name: Project Transitions, Inc.
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH19-F004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 9/4/2019
5. Subaward Period of Performance Start and End Date:
Start Date 10/1/2019
End Date 9/30/2020
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$0
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$1,208,466.34
8. Total Amount of Federal Award awarded to the pass-through entity: \$1,659,729
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The goal of the Project Transitions HOPWA program is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Interim Department Director
(512) 974-3064, rosie.truelove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable

FEDERAL AWARD IDENTIFICATION

1. Subrecipient Name: Project Transitions, Inc..
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH20-FHW004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 8/5/2020
5. Subaward Period of Performance Start and End Date:
Start Date 8/5/2020
End Date 8/5/2023
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$74,262
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$74,262
8. Total Amount of Federal Award awarded to the pass-through entity: \$272,065
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The Project Transitions HOPWA-CV program provides housing services to maintain permanent housing, including: to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence to those PLWHA who have been impacted by COVID-19.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Department Director
(512) 974-3064, rosie.truelove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable



Amendment No. 3
to
Agreement No. NG180000002
for
Social Services
between
PROJECT TRANSITIONS, INC.
and the
CITY OF AUSTIN

***Housing Opportunities for Persons With AIDS (HOPWA) Grant
CFDA # 14.241***

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Hundred Fifty Three Thousand and Thirty Five dollars (\$453,035)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (October 1, 2017 - September 30, 2018)	n/a	\$ 354,415.34
Amendment No. 1: Modify Program Exhibits (with corrected Total Agreement Amount)	\$ 0	\$ 354,415.34
Amendment No. 2: Exercise Extension Option #2 (October 1, 2018 - September 30, 2019)	\$ 401,016	\$ 755,431.34
Amendment No. 3: Exercise Extension Option #3 (October 1, 2019 - September 30, 2020)	\$ 453,035	\$ 1,208,466.34

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1.1 -- Program Work Statement By HIV Contract and Exhibit A.1.2 -- Program Work Statement By Service Category are deleted in their entirety and replaced with **Exhibit A.1 -- Program Work Statement For HIV Contract** [Revised 12/12/2019]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 12/12/2019]

Exhibit B.1.1 -- Program Budget for HIV Direct Services, Exhibit B.1.2 -- Program Budget for HIV Administrative Services, and Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative are deleted in their entirety and replaced with **Exhibit B.1 -- Program Budget and Narrative for HIV** [Revised 12/12/2019]

Exhibit D – HIV Required Reports is deleted in its entirety and replaced with a new Exhibit D – HIV Required Reports [Revised 12/10/2019].

Exhibit E – Modifications to the Standard APH Agreement is renamed Exhibit G – HOPWA Modifications to the Standard APH Agreement

Exhibit F – Business Associate Agreement is renamed Exhibit E- Business Associate Agreement

Exhibit G -- Federal Award Identification is renamed Exhibit F – Federal Award Identification and is deleted in its entirety and replaced with a new Exhibit F – Federal Award Identification [Revised 11/4/2019].

Exhibit H – HOPWA Habitability Standards is added to the Agreement.

Exhibit J – HOPWA Community Residence Certification is added to the Agreement.

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$453,035 (Four Hundred Fifty Three Thousand and Thirty Five dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

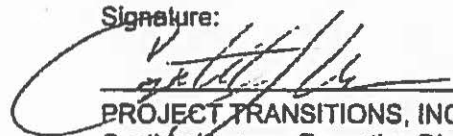
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



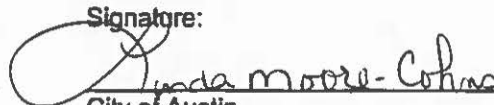
PROJECT TRANSITIONS, INC.
Cynthia Herrera, Executive Director
7101 Woodrow Ave., Unit B
Austin, TX 78757

Date:

12-13-19

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

12-17-19



Amendment No. 2
to
Agreement No. NG180000002
for
Social Services
between
PROJECT TRANSITIONS, INC.
and the
CITY OF AUSTIN
(HOPWA)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Hundred One Thousand and Sixteen dollars (\$401,016)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (October 1, 2017 - September 30, 2018)	n/a	\$ 354,415.34
Amendment No. 1: Modify Program Exhibits (with corrected Total Agreement Amount)	\$ 0	\$ 354,415.34
Amendment No. 2: Exercise Extension Option #2 (October 1, 2018 - September 30, 2019)	\$ 401,016	\$ 755,431.34

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1.1 -- Program Work Statement for HIV Contract is deleted in its entirety and replaced with **Exhibit A.1.1 -- Program Work Statement for HIV Contract** [Revised 8/15/2018]

Exhibit A.1.2 -- Program Work Statement By Service Category is deleted in its entirety and replaced with **Exhibit A.1.2 -- Program Work Statement By Service Category** [Revised 8/15/2018]

Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 8/8/2018]

Exhibit B.1.1 -- Program Budget for HIV Direct Services is deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [Revised 8/9/2018]

Exhibit B.1.2 -- Program Budget for HIV Administrative Services is deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [Revised 8/9/2018]

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative is deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative** [Revised 8/9/2018].

Exhibit D -- HIV Required Reports is deleted in its entirety and replaced with **Exhibit D -- HIV Required Reports** [Revised 10/9/2018].

Exhibit G -- Federal Award Identification is deleted in its entirety and replaced with **Exhibit G -- Federal Award Identification** [Revised 10/16/2018].

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$401,016 (Four Hundred One Thousand and Sixteen dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

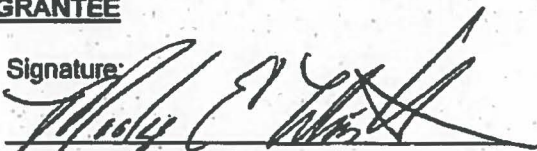
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____



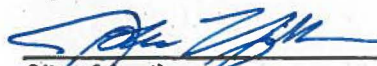
PROJECT TRANSITIONS, INC.
Madge Whistler, Interim Executive Director
7101 Woodrow Ave., Unit B
Austin, TX 78757

Date: _____

10/16/2018

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

10/30/18

Program Work Statement For HIV Contract

Period Start Date 10/1/2018

Period End Date 9/30/2019

Client Access

Project Transitions (PT) receives requests for housing most every day. These calls and emails come from case managers at local service organizations and from clients themselves. All requests are funneled through the Director of Client Services (DOC). During this first call, initial eligibility is assessed. As there are many calls from the community, the first issue discussed is HIV status. Potential clients not HIV-positive are referred to other housing resources. Discussion then turns to housing need, specifically talk about where the client is currently living and their housing, or homelessness history. This is followed by a program overview and a discussion of the waitlist.

PT currently administers 2 housing wait lists, based on household size. Mirroring the HIV epidemic, the 1-bedroom waitlist has 35 households. The 2-bedroom waitlist has 8 households. In this initial conversation, if eligible, it is the client's decision whether they will be placed on the waitlist. Clients declining the waitlist are provided with information about other housing resources in the community. When placed on the waitlist, clients answer additional questions about household size, income, and contact information. As the time until service is lengthy for clients placed on the 1-bedroom waitlist, these clients are provided the same information so they might pursue these other resources in the interim. At least weekly, calls are received from clients in crisis situations. Unfortunately, PT has no capacity to act in these emergency situations. These clients are provided extensive information about community housing resources.

When an opening occurs, homeless Doug's House (DH) clients receive priority over waitlist clients. These individuals have complex medical issues and can be medically managed through the DH aftercare program. If there are no DH clients needing housing, the first 5 clients are contacted on the waitlist to schedule a face-to-face eligibility interview. Once these interviews are complete, a team of 3 staff members meet to discuss the different households using greatest need as the criteria for admission.

Service Linkage, Referral, and Collaboration

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. All of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care once permanent housing is secured. Housing specialists use a variety of methods to ensure PLWHA residents remain in care and medication adherent. These include discussion of the issues at monthly individual housing meetings with the PLWHA, client observation, ARIES inquiry and through other resident reports. Housing specialists support retention in care through these discussions and through assistance setting appointments, medical transportation, substance abuse assessments and connection to substance abuse resources. Other referrals and connection to community resources include benefit access, employment and job training, budgeting and the like. When a client is identified as potentially not in care, these residents become priority and are connected to the Doug's House nurse or other resources to ensure care and adherence are maintained.

Client Input and Involvement

Client and family involvement in services is a basic tenet of housing program. Staff works with residents regarding the individual choices they want to make about their quality of life. When working to access affordable housing options, the PLWHA is free to choose what areas of town, neighborhoods and housing complexes they wish to consider. While retention in care is a program requirement, clients can choose their own health care provider. Life skills are another program requirement where the client is involved in the decision-making process and in is the driver's seat to choose their own path. Formal methods of obtaining consumer feedback are: a. Individualized Plans of Care – housing and supportive services plans are reviewed in monthly meetings with the client and housing specialist. Plan goals, objectives and action steps are created and revised based on the individualized needs and wants of the client. Each client has their own plan. b. Town Hall – town halls are monthly meetings between housing staff and all the residents at a given property. While town halls include various life skills training, announcements of upcoming events and rule reminders, a considerable amount of time is devoted to open discussion. In these talks, residents bring up issues important to them, suggestions for future actions and activities and concerns around quality of service or other issues. All feedback is compiled and used in program planning. c. Satisfaction Survey – Clients rate their satisfaction with services by filling out a questionnaire that provides feedback about the quality of

Created: 8/3/2018 11:06:00 AM ***Last Modified:*** 8/15/2018 4:35:00 PM

Program Work Statement For HIV Contract

Period Start Date 10/1/2018

Period End Date 9/30/2019

staff/client interactions and service delivery. Client anonymity is ensured. d. Suggestion Box – The suggestion box is prominently displayed for easy accessibility to clients, family and friends. Suggestions are routinely reviewed by the program coordinator who is responsible for implementing change as necessary.

Cultural Competency

The PT transitional housing, supportive services and community housing programs specifically addresses the issues of the underserved: minorities, women, substance abusers, gay men, transgender and the homeless. Strategies are specifically designed to meet the needs of these populations.

Women: Female staff; child-friendly facility, quality of life events for the children;

Substance Abusers: closer relationships with substance abuse experts to include relapse prevention support and counseling; regular assessments around substance use; increased substance abuse training for staff; referrals for inpatient treatment;

People of Color: Bilingual and African American staff; cultural competency training for all staff; forms available in Spanish and other languages;

Mental Illness: Staff training in mental illness; close coordination with mental health experts for the management of active mental health issues, including CARE program licensed professional counselors, providers and psychiatrists; home visits by PT's Doug House RN to assess, support and ensure psychotropic medication adherence;

Homeless: Emphasis on meeting basic needs (shelter, food, clothing) and a focus on providing supported access health care; independent living skills, including money management and prioritizing rent and utility payments; and

LGBT: an appreciation of all orientations, gay men on staff and an honoring of preferred names and gender expressions.

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Program Work Statement By Service Category

Period Start Date 10/1/2018

Period End Date 9/30/2019

HIV Service Category TBRA-Tenant Based Rental Assistance

Client Eligibility

TBRA housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. TBRA housing recipients must have HIV/AIDS (a letter of diagnosis by a physician is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential, ability, or willingness to transition to independence. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent and have an existing apartment lease or other existing housing out in the community.

Requests for TBRA services are received by the Director of Client Services and after initial eligibility screening, are funneled to housing staff for face-to-face intake interviews. While there is no wait-list for TBRA at PT, fiscal constraints limit the total number of clients served.

Target Populations

TBRA clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving TBRA housing services.

In 2017, PT clients receiving TBRA were 40% African-American and 40% Latino/a; 60% of the heads of household were in their 40's; with 60% under 100% FPIIL and 40% above 100% of the FPIIL.

Service Category Activities

Service activities linked to Budget Justification

Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other self-sustainability barriers, are unable to currently meet rent and utility obligations and are therefore in danger of eviction. The community housing program assists with current rent and utilities, providing short term relief enabling the PLWHA to remain in a stable housing situation and support maintenance in medical care and HIV medication adherence. All PLWHA household members also receive supportive services, including independent living skills, vocational guidance, and assistance locating permanent housing.

Frequency of these service activities

TBRA housing services provide support by monthly payments to support housing maintenance, with the agency and the client (depending on income calculation) each responsible for part of the expense. Housing staff meet with each household monthly to address and facilitate housing goals. These goals are part of the plan of service set out at admission, with the client as the main driver of the activities and objectives found within the plan.

Location(s) of these service activities

Anywhere the client is currently living within the Austin TGA. Monthly meetings with the head of household are conducted as home visits.

Staffing

Interim Executive Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health

Created: 8/6/2018 9:18:00 AM Last Modified: 8/15/2018 4:31:00 PM

Program Work Statement By Service Category

Period Start Date 10/1/2018

Period End Date 9/30/2019

HIV Service Category TBRA-Tenant Based Rental Assistance

disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Efforts toward program improvement include: Effectiveness and Efficiency: The Basic Needs Survey measures the effectiveness of the programming. In this survey, clients answer questions about whether the program is meeting their basic needs and if they are gaining resource information to support them when they leave the program. Program effectiveness is also measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. The Quarterly Evaluation identifies satisfaction with staff support, self-improvement and a sense of safety and security, also essential to program effectiveness. Quality of Care Quality of care is evaluated through client feedback, appropriateness of services and completeness of record keeping. To obtain client feedback, a Client Satisfaction Survey is offered annually to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered. Quality of care is also reflected in the responses on the Quarterly Evaluation form and the many written comments that are received on it. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

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Program Work Statement By Service Category

Period Start Date 10/1/2018

Period End Date 9/30/2019

HIV Service Category SS-Supportive Svcs

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT transitional and community housing programs, or living at the Doug's House facility.

Target Populations

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties' or a resident in PT's community housing program.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is one or more of these issues for which the client is in need and receiving supportive services.

In 2017, 68% of households receiving Supportive Services were under 100% of the FPIL, with 27% below 200%; 34% of heads of household were African-American, 9% were White, 39% Latino/a, and 3% were Asian.

Service Category Activities

Service activities linked to Budget Justification

The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. Most all of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care, including vocational guidance, access to other financial supports such as Medicaid, SSI/SSDI, Snap benefits, substance abuse and mental health counseling and medical transportation, just to name a few. The service-enriched low income housing programs are designed for persons who have identified needs in the areas of legal/social issues, mental health, substance abuse, homelessness and/or short-term transitional housing. Individually designed transition/service plans guide residents back into the community to permanent, stable, affordable housing. The need for long-term support is determined by the need for physical or mental health support, relapse prevention support or complex legal /social service needs. Program staff provide the intensive support services available on-site. Program staff works with residents to make sure that all basic needs are met. Assistance with obtaining clothing, household furnishings, access to transportation, mental and physical health support, medical care and medication adherence. Residents are guided to the appropriate resources to gain independent living skills. Training is also provided on-site, individually or in a group setting. Services provided by staff include money management, household management, time management, and other life skills. Assistance in locating schooling, vocational training and job placement is available. The primary mission of locating permanent low-income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self-determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save for deposits, and help them prepare to move when an offer is made.

Health and well-being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self-sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan. Assessments are conducted annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by programs staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Transitional Plans, as well as in Social Service Notes. Alcohol and Drug Abuse Assessments are

Created: 8/6/2018 10:51:00 AM ***Last Modified:*** 8/15/2018 4:39:00 PM

Program Work Statement By Service Category

Period Start Date 10/1/2018*Period End Date* 9/30/2019

HIV Service Category SS-Supportive Svcs

completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on-site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

Frequency of these service activities

Supportive services are provided depending on the needs of the individual client and the needs of the client community with PT's transitional and community housing programs. Services could be provided daily, more than once daily, monthly or weekly. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Any special needs are attended to at time of request.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT transitional housing and community housing programs and PT's Doug's House facility. Location for PT transitional housing program: PT has two housing properties that are located in north central Austin. Both properties are close to bus lines, basic needs shopping opportunities and to other services located within the community. PT's Doug's House facility is similarly located within the same neighborhood. Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other reasons, are unable to currently meet rent and utility obligations and are in danger of eviction. Supportive services are provided out the PT housing office which is located at the larger PT housing property, at the client's home, or at PT's Doug's House facility. Current clients in need of supportive services can connect with staff by phone, come by the office, or talk with them directly. Housing specialist also regularly make home visits to our community housing residents and to the smaller PT housing property. At PT's Doug's House, round-the-clock staff provide support for daily living and other supportive services regularly to the PLWHA client.

Staffing

Interim Executive Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator
Program Coordinator (Doug's House)

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Efforts toward program improvement include: Effectiveness and Efficiency The Basic Needs Survey measures the effectiveness of the programming. In this survey, clients answer questions about whether the program is meeting their basic needs and if they are gaining resource information to support them when they leave the program. Program effectiveness is also measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. The Quarterly Evaluation identifies satisfaction with staff support, self-improvement and a sense of safety and security, also essential to program effectiveness. Quality of Care Quality of care is evaluated through client feedback, appropriateness of services and completeness of record keeping. To obtain client feedback, a Client Satisfaction Survey is offered annually to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered. Quality of care is also reflected in the responses on the Quarterly Evaluation form and the many written comments that are received on it. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Created: 8/6/2018 10:51:00 AM *Last Modified:* 8/15/2018 4:39:00 PM

Project Transitions, Inc.

HOPWA - PT

Program Work Statement By Service Category

Period Start Date 10/1/2018

Period End Date 9/30/2019

HIV Service Category SS-Supportive Svcs

Not Applicable (Overwrite if Applies)

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Program Work Statement By Service Category

Period Start Date 10/1/2018

Period End Date 9/30/2019

HIV Service Category TH-Transitional Housing

Client Eligibility

Transitional housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Transitional housing recipients must have HIV/AIDS (proof of diagnosis is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and circumstances; circumstances include current homelessness, risk of losing current housing, or living in an unstable or substandard situation. As each potential client, along with their family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Populations

In order to receive Transitional housing services, potential clients must be living within the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one household member must be living with HIV/AIDS, and the household, based on income limits and rent calculation, must be low income.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Transitional housing services.

In 2017, 68% of the client heads of household served were below 100% of the FPIL and 27% were below 200%; 34% were African-American, 24% were White and 39% were Latino/a.

Service Category Activities

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The transitional housing program targets homeless or at-risk of homelessness Persons Living with HIV/AIDS (PLWHA) in the Austin TGA. PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income and most residents are responsible for their own electric bills.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT has two housing properties that are located in north central Austin. Both properties are close to bus lines, basic needs shopping opportunities and to other services located within the community.

Staffing

Interim Executive Director
Client Services Director
Housing Program Coordinator
Senior Housing Specialist
Facilities Coordinator

Quality Management

Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Efforts toward program improvement include: Effectiveness and Efficiency The Basic Needs Survey measures the effectiveness of the programming.

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Program Work Statement By Service Category

Period Start Date 10/1/2018

Period End Date 9/30/2019

HIV Service Category *TH-Transitional Housing*

In this survey, clients answer questions about whether the program is meeting their basic needs and if they are gaining resource information to support them when they leave the program. Program effectiveness is also measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. The Quarterly Evaluation identifies satisfaction with staff support, self-improvement and a sense of safety and security, also essential to program effectiveness. Quality of Care Quality of care is evaluated through client feedback, appropriateness of services and completeness of record keeping. To obtain client feedback, a Client Satisfaction Survey is offered annually to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered. Quality of care is also reflected in the responses on the Quarterly Evaluation form and the many written comments that are received on it. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

HRSA/HAB Ryan White Part A Program Monitoring Standards

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Program Performance for HIV Service Category

Period Performance Start 10/1/2018

Period Performance End 9/30/2019

Outputs**HIV Service Category SS-Supportive Svcs**

Output Measure Description		Period Goal		
		Initial/Previous	Adjusted	Target
How Data Is Compiled				
OP1	PT will provide supportive services to 45 unduplicated households.	45		45
	Every household in transitional housing and receiving TBRA are eligible for supportive services. Data collected includes the number of households receiving supportive services in a given month.			
OP2	PT will provide 3,000 Supportive Services units of service to households.	3000		3000
	Information is collected in case records and compiled on the monthly housing program report.			

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Program Performance for HIV Service Category

Period Performance Start 10/1/2018

Period Performance End 9/30/2019

Outcomes**HIV Service Category SS-Supportive Svcs**

Outcome Measure Description		Period Goal		
What Data Is Collected				
How Data Is Compiled				
When Data Is Evaluated		Numerator	Denominator	Target Percent
OC1	Percentage of households receiving supportive services who experience a positive sense of health and well-being. Survey questions designed to provide data on the degree to which clients experience a sense of improved health and well-being. Measures used as indices include security, happiness and functional status. A formal survey of clients. Surveys will be distributed to households monthly and quarterly, with data compiled and analyzed quarterly.	30	40	75.00
OC2	Percentage of HIV-positive clients who access or remain in primary medical care. Data collected is utilization of HIV medical services and medication adherence. At intake, staff document client status on receiving medical care and written verification is required. During the term of service, via client self-report, staff discuss and document utilization with medical providers, adherence, medical issues and upcoming appointments. ARIES inquiry is also performed periodically, which can raise possible red flags on whether a client is actually in medical care. Lastly, the resident community within the Housing program support one another regularly report to staff any concerns for other housing residents. All of this data is collected on the Monthly Program Report Form. Information is collected during the intake/admission process, monthly for each client during mandatory individual housing meetings. ARIES inquiry is performed monthly. The Housing Coordinator includes this information on the monthly housing report, which is reviewed monthly and analyzed by the Director of Client Services. Information on medical care utilization is presented monthly to the Interim Executive Director and the Board.	36	40	90.00
OC3	Percentage of households leaving transitional housing and placed in long-term affordable housing. Housing disposition/placement for all households discharged from the transitional housing program. The denominator will be the number of clients leaving the housing program annually; while the numerator is the number of clients leaving the program who secured permanent, stable housing. Data will be collected on the Monthly Program Report Form. Data is documented at point of discharge; reports are generated monthly; compiling and analyzing this data is performed quarterly by the Director of Client Services.	5	10	50.00

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Program Performance for HIV Service Category

Period Performance Start 10/1/2018

Period Performance End 9/30/2019

Outputs**HIV Service Category TBRA-Tenant Based Rental Assistance****Period Goal****Output Measure Description****Initial/Previous Adjusted Target****How Data Is Compiled**

OP1 PT will provide TBRA services to 5 unduplicated households.

5

5

The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by the Director of Client Services (DOCS). The data is compiled and analyzed monthly and presented to the Interim Executive Director the Board of Directors.

OP2 PT will provide 25 units of service to TBRA households.

25

25

The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by DOCS. The data is compiled and analyzed monthly and presented to the Interim Executive Director and the Board of Directors.

Program Performance for HIV Service Category

Period Performance Start 10/1/2018

Period Performance End 9/30/2019

Outcomes**HIV Service Category TBRA-Tenant Based Rental Assistance**

Outcome Measure Description		Period Goal		
What Data Is Collected				
How Data Is Compiled				
When Data Is Evaluated		Numerator	Denominator	Target Percent
OC1	Percentage of households receiving TBRA through HOPWA will establish or maintain a stable living environment that is decent, safe and sanitary and reduce their risk of homelessness	4	5	80.00
Data on discharge location and ability to maintain stable housing will be collected				
Data will be collected in monthly reports				
Data will be analyzed monthly in reports and cumulatively every quarter				

Program Performance for HIV Service Category

Period Performance Start 10/1/2018

Period Performance End 9/30/2019

Outputs**HIV Service Category TH-Transitional Housing**

Output Measure Description		Period Goal		
		Initial/Previous	Adjusted	Target
How Data Is Compiled				
OP1	PT will provide transitional housing services to 40 unduplicated households. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to the Interim Executive Director and the Board.	40		40
OP2	PT will provide 10,000 transitional housing days of care. By the 5th of the month, the Housing Program Coordinator will prepare a report of the number of unduplicated households served during the previous month. This report is verified by the Director of Client Services (DOCS). DOCS analyzes this data and presents it monthly to the Interim Executive Director and the Board.	10000		10000

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Program Performance for HIV Service Category

Period Performance Start 10/1/2018

Period Performance End 9/30/2019

Outcomes**HIV Service Category TH-Transitional Housing**

Outcome Measure Description		Period Goal		
What Data Is Collected				
How Data Is Compiled				
When Data Is Evaluated		Numerator	Denominator	Target Percent
OC1	Percentage of households receiving housing and supportive services will experience an improved sense of health and well-being. Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being. The measures used as indices for health and well-being are security, happiness and functional status. A survey will be distributed to households monthly and quarterly. Data will be compiled and analyzed quarterly.	28	40	70.00
OC2	Percentage of HIV-positive clients who access or remain in primary medical care. Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program. Data will be collected on the Monthly Program Report Form.	36	40	90.00
OC3	Monthly and quarterly Percentage of households leaving transitional housing and supportive services placed in long-term affordable housing. Number of clients placed in long term affordable housing will be documented monthly by the Housing Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing. Data will be collected on the Monthly Program Report Form. Monthly and quarterly	20	40	50.00

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Program Budget for HIV - Direct Services

Program Start Date 10/1/2018

Program End Date 9/30/2019

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
TH- Transitional Housing	89,276.00	26,417.00	0.00	0.00	2,808.00	0.00	95,018.00	213,519.00
SS- Supportive Svcs	112,710.00	26,352.00	0.00	0.00	7,380.00	0.00	0.00	146,442.00
TBRA-Tenant Based Rental Assistance	3,042.00	0.00	0.00	0.00	0.00	0.00	15,000.00	18,042.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal	205,028.00	52,769.00	0.00	0.00	10,188.00	0.00	110,018.00	378,003.00

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Program Budget for HIV - Administrative Services

Program Start Date 10/1/2018

Program End Date 9/30/2019

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
TH- Transitional Housing	5,579.00	1,686.00	0.00	0.00	0.00	0.00	5,988.00	13,253.00
SS- Supportive Svcs	2,273.00	668.00	0.00	0.00	66.00	0.00	6,393.00	9,400.00
TBRA-Tenant Based Rental Assistance	360.00	0.00	0.00	0.00	0.00	0.00	0.00	360.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal	8,212.00	2,354.00	0.00	0.00	66.00	0.00	12,381.00	23,013.00

Created: 8/9/2018 3:39:00 PM Last Modified:

Program Budget for HIV - Combined Services and Narrative

Program Start Date 10/1/2018

Program End Date 9/30/2019

Service Category	Personnel	Fringe	Travel	Equipment	Supplies	Contractuals	Other	Subtotal
TH- Transitional Housing	94,855.00	28,103.00	0.00	0.00	2,808.00	0.00	101,006.00	226,772.00
SS-Supportive Svcs	114,983.00	27,020.00	0.00	0.00	7,446.00	0.00	6,393.00	155,842.00
TBRA-Tenant Based Rental Assistance	3,402.00	0.00	0.00	0.00	0.00	0.00	15,000.00	18,402.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal	213,240.00	55,123.00	0.00	0.00	10,254.00	0.00	122,399.00	401,016.00

Created: 8/9/2018 3:39:00 PM Last Modified:

Program Budget for HIV - Combined Services and Narrative

<i>Service Category</i>	<i>Budget Narrative</i>
TH-Transitional Housing	Personnel and fringe, supplies, communications, repairs and maintenance, utilities and other eligible costs for HOPWA program.
SS-Supportive Svcs	Personnel and fringe, supplies and other eligible costs for HOPWA program.
TBRA-Tenant Based Rental Assistance	Personnel and fringe and leased apartments and other eligible costs for HOPWA program.

EXHIBIT D

HOPWA SUBRECIPIENTS – REQUIRED PERFORMANCE & FINANCIAL REPORTS

Delivery Schedule for HOPWA Grant Agreements and Contracts

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates
Monthly Performance Report and Monthly Financial Summary spreadsheets , including Program Income and Administrative Expenditures	Due no later than the 15 th of each month for the previous month, uploaded complete MS Excel spreadsheet sets into CIODM system
<i>(As applicable for each month where expenditures or performance are not within expected range):</i> Monthly Expenditure and Performance Variance Report by HIV Service Category (submitted in MS Word format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15 th of each month, uploaded as MS Word formatted file into CIODM system
Contractor Detail for Monthly Expenditures Report (general ledger/financial system transactions documentation)	Actual monthly & YTD expenditures report generated from the Contractor's financial system. Due no later than the 15 th of each month for the previous month, uploaded into CIODM system
Annual CAPER reports for all applicable HOPWA program measures, using the forms and instructions as provided by the City	Submitted by email to assigned City contract manager no later than the 15 th of the month following each quarter, or as directed by City
Semi-Annual OUTCOME Performance Measures report with cumulative YTD client results for numerators, denominators, and percentage rates achieved	April 15, 2019 (initial 6-month report) and November 15, 2019 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
Administrative and Fiscal Review (AFR) Annual report with all required attachments submitted in CIODM or as directed	Due in conjunction with submission of the Grantee's annual financial audit report or financial review report
Final Term Period Closeout Report for the annual contract term	November 15, 2019
Annual Audit/ Financial Report with Management Letter and all related items – bound, hard copy originals delivered to APH offices <u>plus</u> electronic forms completed and uploaded into CIODM system	No later than 270 calendar days after close of provider agency's fiscal year

FEDERAL AWARD IDENTIFICATION

1. Subrecipient Name: Project Transitions, Inc.
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH18-F004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 10/3/2018
5. Subaward Period of Performance Start and End Date:
Start Date 10/1/2018
End Date 9/30/2019
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: 401,016
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: 755,431.34
8. Total Amount of Federal Award awarded to the pass-through entity: 1,469,160
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The goal of the Project Transitions HOPWA program is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Interim Department Director
(512) 974-3064, rosie.truelove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable



Amendment No. 1
to
Agreement No. NG180000002
for
Social Services
between
PROJECT TRANSITIONS, INC.
and the
CITY OF AUSTIN

1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.

2.0 The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Oct. 1, 2017 - Sept. 30, 2018)	n/a	\$ 354,010
Amendment No. 1: Modify Program Exhibits	\$ 0	\$ 354,010

3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1.1 -- Program Budget for HIV Direct Services deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [Revised 7/19/2018]

Exhibit B.1.2 -- Program Budget for HIV Administrative Services deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [Revised 7/19/2018]

Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative** [Revised 7/19/2018].

4.0 MBE/WBE goals were not established for this Agreement.

5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

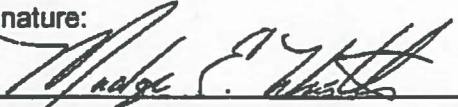
6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____



PROJECT TRANSITIONS, INC.
Madge Whistler, Interim Executive Director
7101 Woodrow Ave., Unit B
Austin, TX 78757

Date: _____

7/23/2018

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: _____

08/01/18



City of Austin Purchasing Office Note to File

REFERENCE CONTRACT:

MA 9100 NG180000002 Project Transitions

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement based on the exemption a(4) a procurement for personal, professional, or planning services. This exemption is based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased.



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: November 27, 2017

DEPT: Austin Public Health

TO: Purchasing Officer or Designee

FROM: Stephanie Hayden

PURCHASING POC: Shawn Willett

PHONE: 512-972-5010

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.
2. Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

Austin Public Health hereby designates that per Texas Local Government Code Chapter 252.022.a(4), agreements for social services are exempt from competition based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased. We are therefore requesting a blanket exemption for all such agreements.

Recommended
Certification

Leslie Boyd 12-11-17

Originator Date

Approved
Certification

Stephanie Hays 12/05/17

Department Director or designee Date

Stacy 12/5/17

Assistant City Manager
or designee (procurement requiring Council approval) Date

Purchasing Office
Review

Authorized Purchasing Office Staff Date

Purchasing Office
Management Review

Shawn Willett 12/27/17

Purchasing Officer or designee
(procurement requiring Council approval) Date

APH will complete the below information and include a copy with each agreement as applicable

Vendor Name: Project Transitions, Inc.

Master Agreement Number: MA 9120 180000002

APH Confirming Signature & Date: Gregory L. Boels

Signature

12/11/17

Date



**AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
PROJECT TRANSITIONS, INC.
FOR
SOCIAL SERVICES**

AGREEMENT NO. 9100 NG180000002

AGREEMENT AMOUNT: \$354,415.34

***Housing Opportunities for People With AIDS (HOPWA)*
CFDA #14.241**

This Agreement is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and Project Transitions, Inc. (Grantee), a Texas non-profit corporation, having offices at 7101 Woodrow Ave. Unit B, Austin, TX 78757.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Grantee. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 Responsibilities of the City. The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 Designation of Key Personnel. The City's Agreement Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Agreement Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager or designee shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of 12 months beginning October 1, 2017 through September 30, 2018, and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 12 month term shall not exceed the amount approved by City Council, which is **\$354,415.34 (Three Hundred Fifty Four Thousand Four Hundred Fifteen dollars and 34/100)**, and \$354,010 (*Three Hundred Fifty Four Thousand and Ten dollars*) per 12 month extension option, for a total Agreement amount of \$1,062,435.34. Continuation of the Agreement beyond the initial 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$354,415.34 (*Three Hundred Fifty Four Thousand Four Hundred Fifteen dollars and 34/100*).

4.2 Requests for Payment. Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 Payment.

4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.

4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at <http://www.ckkodm.com/austin/> by the deadline outlined in Section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each

complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.

4.9.4 A Contract Closeout Summary Report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.10 Grantee Policies and Procedures.

4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.11 Monitoring and Evaluation.

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Grantee.

4.12.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review report received from the Grantee;
- ii. That the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review report was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due 60 days after the end of each Program Period, as well as in the Agreement Closeout Summary Report, due 60 days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 Right To Assurance. Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to

perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 Default. The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 Termination For Cause. In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 Termination Without Cause. The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 Fraud. Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 Insurance. The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of Insurance by the City shall not relieve or decrease

the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Contract Management Team
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2. Specific Coverage Requirements. The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
- 6.1.2.1.2 Independent Grantee's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 Property Insurance. If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 Endorsements. The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 Certificate. The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1 Equal Employment Opportunity. No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to

the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 Americans with Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 Authority. Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 Performance Standards. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 Criminal Background Checks. Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 Compliance with Health, Safety, and Environmental Regulations. The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration

(OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (Source: *City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested

information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin Austin Public Health Administrative Services Division	Project Transitions, Inc.	City of Austin Austin Public Health
ATTN: Kymberley Maddox, Assistant Director	ATTN: Madge Whistler, Interim Executive Director	ATTN: Stephanie Hayden, Acting Director
7201 Levander Loop, Bldg. E	7101 Woodrow Ave. Unit B	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78757	Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 Gratuities. The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 Prohibition Against Personal Interest in Agreements. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 Independent Grantee. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 Assignment-Delegation. The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 Waiver. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 Modifications. The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 Interpretation. The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 Dispute Resolution.

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement Interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Agreement.

8.20 Living Wage Policy

[Reserved]

8.21 Subgrantees.

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business

with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 Public Information Act. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 HIPAA Standards. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

PROJECT TRANSITIONS, INC.

Signature: *Maddie Whistler*

Name: MADDIE WHISTLER
Printed Name

Title: Interim Executive Dir

Date: 11-16-2017

CITY OF AUSTIN

Signature: *Shawn Willett*

Name: Shawn Willett
PURCHASING OFFICE

Date: 12/27/17

EXHIBITS

Exhibit A -- Program Forms

- A.1.1 -- Program Work Statement for HIV Contract**
- A.1.2 -- Program Work Statement By Service Category**
- A.2 -- Program Performance for HIV Service Category**

Exhibit B -- Program Budget Forms

- B.1.1 -- Program Budget for HIV Direct Services**
- B.1.2 -- Program Budget for HIV Administrative Services**
- B.1.3 -- Program Budget for HIV Combined Services and Narrative**

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D -- HOPWA Required Reports

Exhibit E -- Modifications to the Standard APH Agreement

Exhibit F -- Business Associate Agreement

Exhibit G -- Federal Award Identification

Program Work Statement For HIV Contract

*Period Start Date 10/1/2017**Period End Date 9/30/2018*

Client Access

Clients gain access to PT's transitional and community housing programs through many avenues. The route most traveled is through case managers at local AIDS services organizations. Case managers conduct assessments with the PLWHA on client needs. Given that stable housing is directly tied to retention in care and HIV medication adherence, housing resources are contacted immediately. A second avenue is self-referral. PT regularly distributes fact sheets and brochures throughout the community. The PLWHA is at a government benefit office, a doctor's office, or some other non-profit, sees a brochure about PT services, and calls. Lastly, PT is a member of the affordable housing community in the Austin area. Staff from other housing agencies regularly refer PLWHA to PT. Barriers to housing are many. Some of these impediments include substance abuse, mental health issues, funding for security deposits and rents, credit history, a lack of household items and criminal history. The last, criminal history, is a huge impediment in accessing affordable housing. Most all PT residents have criminal records stemming from their substance abuse and mental health histories. As safety and security are quality of life issues for all PLWHA residents, only violent criminal histories or recent offenses of this nature pose a barrier to PT services. Through the course of their stay, PT works with clients with substance abuse and mental health so this does not affect their ability to maintain stable housing once they leave PT services. PT also works with clients without funds and without household items to connect them to resources to meet these needs. The only real issue that remains a barrier to service is the level of affordable housing resources available in the Austin area. As the level of need far outstrips the level of resources, PT maintains a waiting list for housing. At the beginning of the 2015-2016 grant year, the time from referral to gaining PT housing was 4 years. Recently actions to restructure the intake and wait list process have reduced this wait time to 1 year.

Service Linkage, Referral, and Collaboration

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. All of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care once permanent housing is secured. Housing specialists use a variety of methods to ensure PLWHA residents remain in care and medication adherent. These include discussion of the issues at monthly individual housing meetings with the PLWHA, client observation, ARIES inquiry and through other resident reports. Housing specialists support retention in care through these discussions and through assistance setting appointments, medical transportation, substance abuse assessments and connection to substance abuse resources. When a PLWHA is identified as potentially not in care, these residents become priority. The PLWHA can be connected to the Doug's House nurse or other resources to ensure care and adherence are maintained.

Client Input and Involvement

Client and family involvement in services is a basic tenet of housing program. Staff works with residents regarding the individual choices they want to make about their quality of life. When working to access affordable housing options, the PLWHA is free to choose what areas of town, neighborhoods and housing complexes they wish to consider. While retention in care is a program requirement, clients can choose their own health care provider. Life skills are another program requirement where the client is involved in the decision-making process and is in the driver's seat to choose their own path. Formal methods of obtaining consumer feedback are: a. Individualized Plans of Care – housing and supportive services plans are reviewed in monthly meetings with the client and housing specialist. Plan goals, objectives and action steps are created and revised based on the individualized needs and wants of the client. Each client has their own plan. b. Town Hall – town halls are monthly meetings between housing staff and all the residents at a given property. While town halls include various life skills training, announcements of upcoming events and rule reminders, a considerable amount of time is devoted to open discussion. In these talks, residents bring up issues important to them, suggestions for future actions and activities and concerns around quality of service or other issues. All feedback is compiled and used in program planning. c. Satisfaction Survey – Clients rate their satisfaction with services by filling out a questionnaire that provides feedback about the quality of staff/client interactions and service delivery. Client anonymity is ensured. d. Suggestion Box – The suggestion box is prominently displayed for easy accessibility to clients, family and friends. Suggestions are routinely reviewed by the program coordinator who is responsible for implementing change as necessary.

Created: 10/24/2017 4:17:00 PM *Last Modified:* 10/30/2017 2:53:00 PM

Program Work Statement For HIV Contract

Period Start Date 10/1/2017

Period End Date 9/30/2018

Cultural Competency

The PT transitional housing, supportive services and community housing programs specifically addresses the issues of the underserved: minorities, women, substance abusers, gay men, transgender and the homeless. Strategies are specifically designed to meet the needs of these populations. • Women: Female staff; child-friendly facility, quality of life events for the children; • Substance Abusers: closer relationships with substance abuse experts to include relapse prevention support and counseling; regular assessments around substance use; Increased substance abuse training for staff; referrals for inpatient treatment; • People of Color: Bilingual and African American staff; cultural competency training for all staff; forms available in Spanish and other languages; • Mental Illness: Staff training in mental illness; close coordination with mental health experts for the management of active mental health issues, including CARE program licensed professional counselors, providers and psychiatrists; home visits by PT's Doug House RN to assess, support and ensure psychotropic medication adherence; • Homeless: Emphasis on meeting basic needs (shelter, food, clothing) and a focus on providing supported access health care; independent living skills, including money management and prioritizing rent and utility payments; and • LGBT: an appreciation of all orientations, gay men on staff and an honoring of preferred names and gender expressions.

Created: 10/24/2017 4:17:00 PM Last Modified: 10/30/2017 2:53:00 PM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category SS-Supportive Svcs

Client Eligibility

Supportive services are provided to all PLWHA clients and their household members within PT transitional and community housing programs, or living at the Doug's House facility.

Target Populations

In order to receive Supportive housing services, clients must be current eligible residents living in one of the PT housing properties' or a resident in PT's community housing program.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Supportive services; more likely, it is one or more of these issues for which the client is in need and receiving supportive services.

Service Category Activities

Service activities linked to Budget Justification

Research confirms homelessness negatively impacts maintenance in medical care and HIV medication adherence. The central goal of the Housing Service Category is to increase individual health outcomes and reduce community viral load through the provision of stable housing to facilitate maintenance in care and medication adherence. The goal of Supportive Services is to enable the PLWHA to access and maintain permanent stable housing. Most all of PT's HIV-positive residents were homeless upon admission and many have never had a place of their own. Supportive services help build the pathway to permanent housing through independent living skills and assistance securing permanent housing. Supportive service is the access point to the all the wrap-around services necessary for self-sufficiency and the ability to manage one's own care, including vocational guidance, access to other financial supports such as Medicaid, SSI/SSDI, Snap benefits, substance abuse and mental health counseling and medical transportation, just to name a few. The service-enriched low income housing programs are designed for persons who have identified needs in the areas of legal/social issues, mental health, substance abuse, homelessness and/or short-term transitional housing. Individually designed transition/service plans guide residents back into the community to permanent, stable, affordable housing. The need for long-term support is determined by the need for physical or mental health support, relapse prevention support or complex legal /social service needs. Program staff provide the intensive support services available on-site. Program staff works with residents to make sure that all basic needs are met. Assistance with obtaining clothing, household furnishings, access to transportation, mental and physical health support, and other identified needs is provided. Residents are guided to the appropriate resources to gain independent living skills. Training is also provided on-site, individually or in a group setting. Services provided by staff include money management, household management, time management, and other life skills. Assistance in locating schooling, vocational training and job placement is available. The primary mission of locating permanent low-income housing is made simple by staff support. Once a resident's income level is identified, they are given all applicable housing applications. The applications are chosen specifically per the resident's current and projected income, family size, client self-determination and other social factors that might apply. Staff assists in filling out the applications, if needed, and then assist in their delivery. Staff also tracks where the resident is on waiting lists, helps them to save for deposits, and help them prepare to move when an offer is made.

Health and well-being is enhanced through the safety and security of an HIV+ community which nurtures itself. Neighbors develop relationships and learn to care for others while learning to care for themselves. Intense staff support, community support and a stable environment create a program for learning new skills and achieving the goal of self-sufficiency. Assessments are done at admission, and then again during the first month of a resident's stay by program staff. This assessment is used to guide the service plan/ transitional plans. Assessments are re-done annually and as needed as a client's situation changes. Assessments are kept in the client files. Referrals are made by programs staff as needed. Staff assesses the residents for needs, and then referrals are given in the order needed to achieve the resident's goals. Referrals are followed up in the following month's transition plan, or sooner if needed. Referrals are tracked in the social service notes

Created: 10/24/2017 3:49:00 PM Last Modified: 11/6/2017 10:53:00 AM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category SS-Supportive Svcs

and/or the transition plans. Residents meet with their assigned staff member at least monthly, more as needed. Unless otherwise noted, services are recorded in Transitional Plans, as well as in Social Service Notes. Alcohol and Drug Abuse Assessments are completed at intake, and then annually or more often as needed. Harm Reduction/Relapse Prevention Plans are created as necessary. Referrals to NA, AA, inpatient treatment or other substance use resources are made as necessary. There are also individual support sessions with on-site staff. Staff helps clients to identify behaviors associated with substance use that cause disruption in their lives (unstable housing, health and mental health issues, criminal charges, etc.) and help them to develop skills that reduce this disruption.

Frequency of these service activities

Supportive services are provided depending on the needs of the individual client and the needs of the client community with PT's transitional and community housing programs. Services could be provided daily, more than once daily, monthly or weekly. At a minimum, PT staff meet with each client within the PLWHA's household once monthly. Any special needs are attended to at time of request.

Location(s) of these service activities

Supportive services are provided to PLWHA clients and their household members within PT transitional housing and community housing programs and PT's Doug's House facility. Location for PT transitional housing program: PT has two housing properties that are located in north central Austin. Both properties are close to bus lines, basic needs shopping opportunities and to other services located within the community. PT's Doug's House facility is similarly located within the same neighborhood. Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other reasons, are unable to currently meet rent and utility obligations and are in danger of eviction. Supportive services are provided out the PT housing office which is located at the larger PT housing property, at the client's home, or at PT's Doug's House facility. Current clients in need of supportive services can connect with staff by phone, come by the office, or talk with them directly. Housing specialist also regularly make home visits to our community housing residents and to the smaller PT housing property. At PT's Doug's House, round-the-clock staff provide support for daily living and other supportive services regularly to the PLWHA client.

Staffing

Interim Executive Director Madge Whistler with 20 years of business and financial management

Client Services Director Todd Logan LMSW 15 years HIV and program management

Housing Program Coordinator Erika Hultquist LBSW with 17 years of HIV experience

Senior Housing Specialist position currently open

Facilities Coordinator Blythe Plunkett with 10 years of affordable housing experience and construction management.

Yvonne Mboss, LMSW, Program Coordinator for Doug's House with over 7 years social work experience.

Quality Management

PT revised its Continuous Quality Improvement (CQI) plan in March 2016. To make the plan more manageable, meaningful and achievable, the number of objectives were reduced from 46 to 12. Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Efforts toward program improvement include: Effectiveness and Efficiency. The Basic Needs Survey measures the effectiveness of the programming. In this survey, clients answer questions about whether the program is meeting their basic needs and if they are gaining resource information to support them when they leave the program. Program effectiveness is also measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. The Quarterly Evaluation identifies satisfaction with staff support, self-improvement and a sense of safety and security, also essential to program effectiveness. Quality of Care Quality of care is evaluated through client feedback, appropriateness of services and completeness of record

Created: 10/24/2017 3:49:00 PM ***Last Modified:*** 11/6/2017 10:53:00 AM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category SS-Supportive Svcs

keeping. To obtain client feedback, a Client Satisfaction Survey is offered annually to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered. Quality of care is also reflected in the responses on the Quarterly Evaluation form and the many written comments that are received on it. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed.

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Created: 10/24/2017 3:49:00 PM ***Last Modified:*** 11/6/2017 10:53:00 AM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category TH-Transitional Housing

Client Eligibility

Transitional housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. Transitional housing recipients must have HIV/AIDS (proof of diagnosis is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and circumstances; circumstances include current homelessness, risk of losing current housing, or living in an unstable or substandard situation. As each potential client, along with their family members, will live in their own apartment, the client must have the potential, ability, or willingness to live independently. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent. If the client is not connected to medical care or medically adherent, staff will provide the supportive services to ensure this requirement is met.

Target Populations

In order to receive Transitional housing services, potential clients must be living within the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one household member must be living with HIV/AIDS, and the household, based on income limits and rent calculation, must be low income.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving Transitional housing services.

Service Category Activities

Service activities linked to Budget Justification

Research confirms the chaos of homelessness prohibits maintenance in HIV medical care and HIV medication adherence. The central goal of PT housing services is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence. The transitional housing program targets homeless Persons Living with HIV/AIDS (PLWHA) in the Austin TGA. Located in central Austin, Roosevelt Gardens is a 22-unit apartment complex and Highland Terrace is an 8-unit building. Homeless PLWHA get their own apartment with a complete kitchen and can live there with their children, family or significant others. Residents pay rent at approximately 30% of their monthly income and most residents are responsible for their own electric bills.

Frequency of these service activities

Continuous daily.

Location(s) of these service activities

PT has two housing properties that are located in north central Austin. Both properties are close to bus lines, basic needs shopping opportunities and to other services located within the community.

Staffing

Interim Executive Director Madge Whistler with 20 years of business and financial management

Client Services Director Todd Logan LMSW 15 years HIV and program management

Housing Program Coordinator Erika Hultquist LBSW with 17 years of HIV experience

Senior Housing Specialist position currently open

Facilities Coordinator Blythe Plunkett with 10 years of affordable housing experience and construction management.

Yvonne Mboss, LMSW Program Coordinator Doug's House with over 7 years social work experience.

Created: 10/24/2017 3:53:00 PM ***Last Modified:*** 11/2/2017 3:36:00 PM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category TH-Transitional Housing

Quality Management

PT revised its Continuous Quality Improvement (CQI) plan in March 2016. To make the plan more manageable, meaningful and achievable, the number of objectives were reduced from 46 to 12. Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Efforts toward program improvement include: Effectiveness and Efficiency. The Basic Needs Survey measures the effectiveness of the programming. In this survey, clients answer questions about whether the program is meeting their basic needs and if they are gaining resource information to support them when they leave the program. Program effectiveness is also measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. The Quarterly Evaluation identifies satisfaction with staff support, self-improvement and a sense of safety and security, also essential to program effectiveness. Quality of Care Quality of care is evaluated through client feedback, appropriateness of services and completeness of record keeping. To obtain client feedback, a Client Satisfaction Survey is offered annually to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered. Quality of care is also reflected in the responses on the Quarterly Evaluation form and the many written comments that are received on it. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Created: 10/24/2017 3:53:00 PM Last Modified: 11/2/2017 3:36:00 PM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category TBRA-Tenant Based Rental Assistance

Client Eligibility

TBRA housing services are provided for PLWHA in the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. TBRA housing recipients must have HIV/AIDS (a letter of diagnosis by a physician is required for at least one individual in a household). All clients must be low income and have a demonstrated need for assistance through a rent calculation and through circumstances; i.e., while their situation presently requires support, the client must have the potential, ability, or willingness to transition to independence. Clients must also have a caseworker from a community agency, be in HIV medical care and HIV medication adherent and have an existing apartment lease or other existing housing out in the community.

Target Populations

In order to receive TBRA housing services, potential clients must be living within the Austin TGA, including Travis, Williamson, Hays, Bastrop, and Caldwell counties. At least one household member must be living with HIV/AIDS, and the household, based on income limits and rent calculation, must be low income.

Clients typically face many additional challenges that affect their ability to access necessary services and self-sustainability, including current medical condition, mental health issues, substance use, low literacy, a history of homelessness, decreased skill level around issues of daily living, and systemic barriers around race, ethnicity. While these issues describe the population served, they are not criteria for receiving TBRA housing services.

Service Category Activities

Service activities linked to Budget Justification

Community Housing is a scattered-site housing program that targets PLWHA who are about to lose stable housing and becoming homeless. These PLWHA have housing out in the community, yet due to an extended illness associated with HIV or other self-sustainability barriers, are unable to currently meet rent and utility obligations and are therefore in danger of eviction. The community housing program assists with current rent and utilities, providing short term relief enabling the PLWHA to remain in a stable housing situation and support maintenance in medical care and HIV medication adherence. All PLWHA household members also receive supportive services, including independent living skills, vocational guidance, and assistance locating permanent housing.

Frequency of these service activities

TBRA housing services provide support by monthly payments to support housing maintenance, with the agency and the client (depending on income calculation) each responsible for part of the expense.

Location(s) of these service activities

Anywhere the client is currently living within the Austin TGA

Staffing

Interim Executive Director Madge Whistler with 20 years of business and financial management

Client Services Director Todd Logan LMSW 15 years HIV and program management

Housing Program Coordinator Erika Hultquist LBSW with 17 years of HIV experience

Senior Housing Specialist position currently open

Facilities Coordinator Blythe Plunkett with 10 affordable housing experience and construction management.

Quality Management

Created: 10/24/2017 3:57:00 PM *Last Modified:* 10/30/2017 5:28:00 PM

Program Work Statement By Service Category

Period Start Date 10/1/2017

Period End Date 9/30/2018

HIV Service Category TBRA-Tenant Based Rental Assistance

PT revised its Continuous Quality Improvement (CQI) plan in March 2016. To make the plan more manageable, meaningful and achievable, the number of objectives were reduced from 46 to 12. Goal areas within the CQI plan include: Increase quality assurance and CQI efforts; improve the quality of data; reduce health disparities; increase the number of PLWHA in care and improve health outcomes for all clients. Efforts toward program improvement include: Effectiveness and Efficiency. The Basic Needs Survey measures the effectiveness of the programming. In this survey, clients answer questions about whether the program is meeting their basic needs and if they are gaining resource information to support them when they leave the program. Program effectiveness is also measured by use of offered services, including number of meals served, amount of transportation provided, and placements made into permanent housing. The Quarterly Evaluation identifies satisfaction with staff support, self-improvement and a sense of safety and security, also essential to program effectiveness. Quality of Care Quality of care is evaluated through client feedback, appropriateness of services and completeness of record keeping. To obtain client feedback, a Client Satisfaction Survey is offered annually to all adult clients. The survey is completely confidential and provides feedback about quality of staff/client interactions and service delivery. It also evaluates appropriateness of service by looking at usage of the services offered. Quality of care is also reflected in the responses on the Quarterly Evaluation form and the many written comments that are received on it. Chart reviews are done semi-annually and at client discharge to assess completeness and accuracy of record keeping. Weekly staff meetings are used to ensure that client issues and concerns are addressed. Client Satisfaction Client satisfaction is assessed annually through the Client Satisfaction Survey and quarterly through the Quarterly Evaluation. The results of the Client Satisfaction Survey, which includes utilization of services is then used to evaluate total program effectiveness. Programming strengths and weaknesses are identified and changes made as needed

HRSA/HAB Ryan White Part A Program Monitoring Standards

Not Applicable (Overwrite if Applies)

Created: 10/24/2017 3:57:00 PM ***Last Modified:*** 10/30/2017 5:28:00 PM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Outputs**HIV Service Category SS-Supportive Svcs**

Output Measure Description	Period Goal		
	Initial	Adjusted	Target
How Data Is Compiled			
OP1 PT will provide supportive services to 48 unduplicated clients. Data collected includes the number of unduplicated clients that received supportive services in a given month or grant period. Also collected is the amount of support services provided is measured in 15 minute increments of time; how much time did it take staff to provide the supportive service to the client. Types of supportive services include but are not limited to permanent housing placement, nutritional services, assistance in gaining access to benefits & services such as SSI/SSDI or assistance with access to medical care or medications, assessments and referrals to education, employment assistance and training, and life management skills. The Housing Program Coordinator prepares a monthly report showing the Support Services provided and the number of clients served. This report is verified by the Director of Client Services. Quarterly this data is presented to the Executive Director and Board of Directors.	48		48
OP2 PT will provide 4,100 units of service to clients in supportive services. Data collected includes the number of unduplicated clients that received supportive services in a given month or grant period. Also collected is the amount of support services provided is measured in 15 minute increments of time; how much time did it take staff to provide the supportive service to the client. Types of supportive services include but are not limited to permanent housing placement, nutritional services, assistance in gaining access to benefits & services such as SSI/SSDI or assistance with access to medical care or medications, assessments and referrals to education, employment assistance and training, and life management skills. The Housing Program Coordinator prepares a monthly report showing the Support Services provided and the number of clients served. This report is verified by the Director of Client Services. Quarterly this data is presented to the Executive Director and Board of Directors.	4100		4100

Created: 10/27/2017 9:19:00 AM Last Modified: 11/6/2017 11:02:00 AM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Created: 10/27/2017 9:19:00 AM *Last Modified:* 11/6/2017 11:02:00 AM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Outcomes**HIV Service Category SS-Supportive Svcs**

Outcome Measure Description		Period Goal		
What Data Is Collected				
How Data Is Compiled				
When Data Is Evaluated		Numerator	Denominator	Target Percent
OC1	70% of clients receiving housing/supportive services will experience an improved sense of health and well-being. surveys are distributed monthly and quarterly to residents. Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being because of housing and supportive services. the outcome measures that are used as indices are measures of safety, security and functional status survey of clients monthly and quarterly	24	35	68.57
OC2	90% of clients will access or remain in primary medical care due to services provided. Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program. At intake, staff document client status on receiving medical care and written verification is required. During the term of service, staff discuss and document monthly around contact with medical provider, adherence, medical issues and upcoming appointments. Monthly ARIES inquiry is also performed. Lastly, the resident community within the Housing program support one another and report to staff of any concerns with other housing residents The information is collected during the intake/admission process, then monthly for each client during the monthly housing meeting held individually with each resident. The Housing Coordinator includes this information on the monthly housing report, which is reviewed monthly and analyzed quarterly by the Director of Client Services.	31	35	88.57
OC3	50% of clients leaving transitional housing and supportive services will be placed in long-term affordable housing. Number of clients placed in long term affordable housing will be documented monthly by the Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing. Data will be collected on the Monthly Program Report Form. Monthly and quarterly.	5	10	50.00

Created: 10/27/2017 9:19:00 AM Last Modified: 11/6/2017 11:02:00 AM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Outputs**HIV Service Category TBRA-Tenant Based Rental Assistance**

Output Measure Description	Period Goal		
	Initial	Adjusted	Target
How Data Is Compiled			
OP1 PT will provide TBRA services to 5 unduplicated clients	5		5
The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by the Director of Client Services. Quarterly the data is compiled and presented to the Board of Directors.			
OP2 PT will provide 25 units of service to TBRA clients	25		25
The Housing Program Coordinator will prepare a monthly report of the number of days provided and the number of clients served. This report is verified monthly by the Director of Client Services. Quarterly the data is compiled and presented to the Board of Directors.			

Created: 10/27/2017 9:24:00 AM Last Modified: 11/6/2017 11:02:00 AM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Outcomes**HIV Service Category TBRA-Tenant Based Rental Assistance**

Outcome Measure Description		Period Goal		
What Data Is Collected				
How Data Is Compiled				
When Data Is Evaluated		Numerator	Denominator	Target Percent
OC1	75% of households receiving TBRA through HOPWA will establish or maintain a stable living environment that is decent, safe and sanitary and reduce their risk of homelessness	3	4	75.00
Data on discharge location and ability to maintain stable housing will be collected				
Data will be collected in monthly reports				
Data will be analyzed monthly in reports and cumulatively every quarter				

Created: 10/27/2017 9:24:00 AM Last Modified: 11/27/2017 4:07:00 PM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Outputs**HIV Service Category TH-Transitional Housing**

Output Measure Description		Period Goal		
		Initial	Adjusted	Target
How Data Is Compiled				
OP1	PT will provide transitional housing services to 48 unduplicated clients. the housing program coordinator will prepare a monthly report of the number of unduplicated clients served during each month. this report is verified by the director of client services. monthly this data is compiled and presented to the board.	48		48
OP2	PT will provide transitional housing of 13,750 days of care. the housing program coordinator will prepare a monthly report of the number of unduplicated clients served during each month, along with the doug's house coordinator. these reports are verified by the director of client services. monthly this data is compiled and presented to the board.	13750		13750

Created: 10/27/2017 9:30:00 AM Last Modified: 11/6/2017 11:12:00 AM

Program Performance for HIV Service Category

Period Performance Start 10/1/2017

Period Performance End 9/30/2018

Outcomes**HIV Service Category TH-Transitional Housing**

Outcome Measure Description		Period Goal		
What Data Is Collected				
How Data Is Compiled				
When Data Is Evaluated		Numerator	Denominator	Target Percent
OC1	70% of clients receiving housing/supportive services will experience an improved sense of health and well-being.	24	35	68.57
<p>Surveys are distributed monthly and quarterly to residents. Survey questions are designed to provide data on the degree to which clients experience a sense of improved health and well-being because of housing and supportive services. The outcome measures that are used as indices of health and well-being are measures of safety, security and functional status.</p> <p>Survey of clients</p> <p>Monthly and quarterly.</p>				
OC2	90% of clients will access or remain in primary medical care due to services provided.	31	35	88.57
<p>Presence or absence of primary medical care is measured prior to admission and throughout the course of a resident's stay in the PT Housing program.</p> <p>At intake, staff document client status on receiving medical care and written verification is required. During the term of service, staff discuss and document monthly around contact with medical provider, adherence, medical issues and upcoming appointments. Monthly ARIES Inquiry is also performed. Lastly, the resident community within the Housing program support one another and report to staff of any concerns with other housing residents</p> <p>The information is collected during the intake/admission process, then monthly for each client during the monthly housing meeting held individually with each resident. The Housing Coordinator includes this information on the monthly housing report, which is reviewed monthly and analyzed quarterly by the Director of Client Services.</p>				
OC3	50% of clients leaving transitional housing and supportive services will be placed in long-term affordable housing.	5	10	50.00
<p>Number of clients placed in long term affordable housing will be documented monthly by the Program Coordinator and reported to the Director of Client Services. Denominator will be the number of clients leaving the housing program annually; numerator is the number of clients leaving the program who secured permanent, stable housing.</p> <p>Data will be collected on the Monthly Program Report Form.</p> <p>Monthly and quarterly</p>				

Created: 10/27/2017 9:30:00 AM Last Modified: 11/6/2017 11:12:00 AM

Program Budget for HIV - Direct Services

Program Start Date 10/1/2017

Program End Date 9/30/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
TH- Transitional Housing	79,900.00	19,830.52	0.00	0.00	4,110.00	0.00	119,445.48	223,286.00
SS- Supportive Svcs	70,466.00	19,039.34	0.00	0.00	2,200.00	0.00	0.00	91,705.34
TBRA-Tenant Based Rental Assistance	3,080.00	754.00	0.00	0.00	0.00	0.00	12,500.00	16,334.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	153,446.00	39,623.86	0.00	0.00	6,310.00	0.00	131,945.48	331,325.34

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Administrative Services

Program Start Date 10/1/2017

Program End Date 9/30/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
TH- Transitional Housing	4,609.92	1,178.21	0.00	0.00	0.00	0.00	9,811.87	15,600.00
SS- Supportive Svcs	4,609.96	1,740.04	0.00	0.00	0.00	0.00	0.00	6,350.00
TBRA-Tenant Based Rental Assistance	905.00	235.00	0.00	0.00	0.00	0.00	0.00	1,140.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	10,124.88	3,153.25	0.00	0.00	0.00	0.00	9,811.87	23,090.00

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

Program Start Date 10/1/2017

Program End Date 9/30/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
TH- Transitional Housing	84,509.92	21,008.73	0.00	0.00	4,110.00	0.00	129,257.35	238,886.00
SS-Supportive Svcs	75,075.96	20,779.38	0.00	0.00	2,200.00	0.00	0.00	98,055.34
TBRA-Tenant Based Rental Assistance	3,985.00	989.00	0.00	0.00	0.00	0.00	12,500.00	17,474.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	163,570.88	42,777.11	0.00	0.00	6,310.00	0.00	141,757.35	354,415.34

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

<i>Service Category</i>	<i>Budget Narrative</i>
TH-Transitional Housing	<p>Agency Fundraising\$1,3430.45%</p> <p>Program Income\$60,00019.98%</p> <p>HOPWA\$238,886 79.57%</p> <p>TOTAL - All Funding Sources\$300,229 100.00%</p> <p>DIRECT SERVICE Costs - LINE ITEMS NARRATIVE</p> <p>PERSONNEL</p> <p>Director of Client Services - Todd Logan13,150 0.2630FTE x annual salary of 50,000.00 Responsible for all facets of housing program. Involved in direct services with residents.</p> <p>Program Coordinator - Erika Hultquist20,000 0.5000FTE x annual salary of 40,000.00 Responsible for execution of all facets of housing program. Involved in direct services with residents.</p> <p>Housing Specialist - Esteban Olave17,250 0.5000FTE x annual salary of 34,500.00 Responsible for execution of all facets of housing program. Involved in direct services with residents.</p> <p>Facilities/Volunteer Coord - Blythe Plunkett18,500 0.5000FTE x annual salary of 37,000.00 Coordinates volunteers and responsible for maintenance of housing facilities.</p> <p>DH Program Coordinator - Yvonne Mboss0 0.0000FTE x annual salary of 48,000.00 Responsible for all resident care, including development of each resident's plan of care, coordination with other agencies involved with patient care, counseling of patients and families</p> <p>DH RN - Diana Hershey0 0.0000FTE x annual salary of 59,500.00 Provides nursing care to residents; monitors infection control and risk management; provides training for staff and volunteers; coordinates with each resident's physician</p> <p>DH Med Assistant - Crystal Cody0 0.0000FTE x annual salary of 35,000.00 Provides medication oversight, including setting up MAR, ordering refills, completing required double-counts, attending medical appointments, assessing status of wounds for reporting purposes</p> <p>DH FT Caregiver - Craig Sexton0 0.0000FTE x annual salary of 27,040.00 Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation</p> <p>DH FT Caregiver - Chris Sellers0 0.0000FTE x annual salary of 27,040.00 Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation</p> <p>DH FT Caregiver - Aaron Gobert0 0.0000FTE x annual salary of 28,080.00 Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation</p>

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

DH Caregiver PRNs - Rebecca Byington/Rene Duchaney/Grant Keefer/Nicola Harvey/Yesenia Lares-Martinez/Brandy Pagan/Ashley Philpo/Vanessa Rubio/Aranda Salazar/Shanice Vincent/Mark Wallace0
0.00FTE x annual salary of 25,480.00
Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

Financial Manager/IED - Madge Whistler11,000
0.1478FTE x annual salary of 74,400.00
Responsible for overall agency operations, administration and financial management

Personnel Salaries Subtotal\$79,900

FRINGE BENEFITS

FICA & Medicare Tax - FTE @ 7.65% 6,072
Retirement System Contributions0
Employee Insurance - FTE @ \$720013,758
Workers Compensation Insurance - H/C based allocation0
State Unemployment Insurance 0

Fringe Benefits Subtotal\$19,831

TRAVEL

Local Mileage: Reimbursement to program direct staff for use of their privately owned vehicles in the performance of program duties within service area0

Travel Subtotal \$0

EQUIPMENT

Purchase of computer equipment and software with cost of \$5,000 or more per unit to maintain current technology for program direct staff0

Equipment Subtotal\$0

SUPPLIES

Food and Commodities2,000
Community Center & food-related supplies, resident care, cleaning, and other supplies necessary to support resident care and documentation2,110

Supplies Subtotal\$4,110

CONTRACTUAL (must also submit completed Subcontractor Data Sheets)

0

0

Contractual Subtotal\$0

OTHER

Depreciation - Depreciation of housing facilities, fixtures, equipment0

Communications - Fire and elevator emergency telecommunications; resident and operational telephone and internet services705

Insurance - Property and Casualty Insurance for housing facilities and vehicles used in housing operations0

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

Repair & Maintenance - Repair & maintenance of housing facilities 78,741

Utilities - Electric, gas, water and waste services for housing facilities 40,000

Other Subtotal \$119,445

TOTAL DIRECT SERVICES COSTS \$223,286

Administrative Costs

PERSONNEL

Director of Client Services - Todd Logan 788

0.0158 FTE x annual salary of 50,000.00

Responsible for all facets of housing program. Involved in direct services with residents.

Program Coordinator - Erika Hultquist 781

0.0195 FTE x annual salary of 40,000.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Housing Specialist - Esteban Olave 938

0.0272 FTE x annual salary of 34,500.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Facilities/Volunteer Coord - Blythe Plunkett 675

0.0183 FTE x annual salary of 37,000.00

Coordinates volunteers and responsible for maintenance of housing facilities.

DH Program Coordinator - Yvonne Mboss 0

0.0000 FTE x annual salary of 48,000.00

Responsible for overall agency management. Participates directly in provision of housing services by participating in resident staffings, admission decisions, by meeting with residents and families and by making decisions regarding facility operations.

DH RN - Diana Hershey 0

0.0000 FTE x annual salary of 59,500.00

Responsible for agency financial management.

DH Med Assistant - Crystal Cody 0

0.0000 FTE x annual salary of 35,000.00

Responsible for agency financial management.

DH FT Caregiver - Craig Sexton 0

0.0000 FTE x annual salary of 27,040.00

Responsible for agency financial management.

DH FT Caregiver - Chris Sellers 0

0.0000 FTE x annual salary of 27,040.00

Responsible for agency financial management.

DH FT Caregiver - Aaron Gobert 0

0.0000 FTE x annual salary of 28,080.00

Responsible for agency financial management.

DH Caregiver PRNs - Rebecca Byington/Rene Duchaney/Grant Keefer/Nicola

Harvey/Yesenia Lares-Martinez/Brandy Pagan/Ashley Philpo/Vanessa Rubio/Aranda

Salazar/Shanice Vincent/Mark Wallace 0

0.0000 FTE x annual salary of 25,480.00

Responsible for agency financial management.

Financial Manager/IED - Madge Whistler 427

Created:

10/27/2017 3:23:00 PM

Last Modified:

11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

0.0192FTE x annual salary of 74,400.00
Responsible for agency financial management.

Personnel Subtotal\$4,610

FRINGE BENEFITS

FICA & Medicare Tax - FTE @ 7.65% 459
Retirement System Contributions0
Employee Insurance - FTE @ \$7200719
Workers Compensation Insurance - H/C based allocation0
State Unemployment Insurance 0

Fringe Benefits Subtotal\$1,178

SUPPLIES

Office and cleaning supplies and materials0

Supplies Subtotal\$0

CONTRACTUAL

Subcontracted services0

Supplies Subtotal\$0

OTHER

Depreciation - Depreciation of housing facilities, fixtures, equipment0

Communications - Fire and elevator emergency telecommunications; resident and operational telephone and internet services0

Insurance - Property and Casualty insurance for housing facilities and vehicles used in housing operations9,812

Repair & Maintenance - Repair & maintenance of housing facilities0

Utilities - Electric, gas, water and waste services for housing facilities0

Other Subtotal\$9,812

TOTAL ADMINISTRATIVE COSTS

\$15,600

TOTAL - DIRECT SERVICES and ADMINISTRATIVE COSTS BUDGET for FY 2016-2017

Grant program\$238,886

Agency Fundraising\$142,174 47.36%

Program Income\$60,00019.98%

HOPWA\$98,055 32.66%

TOTAL - All Funding Sources\$300,229 100.00%

DIRECT SERVICE Costs - LINE ITEMS NARRATIVE

PERSONNEL

SS-Supportive Svcs

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

Director of Client Services - Todd Logan 11,500

0.2300FTE x annual salary of 50,000.00

Responsible for all facets of housing program. Involved in direct services with residents.

Program Coordinator - Erika Hultquist 10,000

0.2500FTE x annual salary of 40,000.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Housing Specialist - Esteban Olave 16,000

0.4638FTE x annual salary of 34,500.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Facilities/Volunteer Coord - Blythe Plunkett 0

0.0000FTE x annual salary of 37,000.00

Coordinates volunteers and responsible for maintenance of housing facilities.

DH Program Coordinator - Yvonne Mboss 4,800

0.1000FTE x annual salary of 48,000.00

Responsible for all resident care, including development of each resident's plan of care, coordination with other agencies involved with patient care, counseling of patients and families

DH RN - Diana Hershey 5,950

0.1000FTE x annual salary of 59,500.00

Provides nursing care to residents; monitors infection control and risk management; provides training for staff and volunteers; coordinates with each resident's physician

DH Med Assistant - Crystal Cody 3,500

0.1000FTE x annual salary of 35,000.00

Provides medication oversight, including setting up MAR, ordering refills, completing required double-counts, attending medical appointments, assessing status of wounds for reporting purposes

DH FT Caregiver - Craig Sexton 2,704

0.1000FTE x annual salary of 27,040.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

DH FT Caregiver - Chris Sellers 2,704

0.1000FTE x annual salary of 27,040.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

DH FT Caregiver - Aaron Gobert 2,808

0.1000FTE x annual salary of 28,080.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

DH Caregiver PRNs - Rebecca Byington/Rene Duchaney/Grant Keefer/Nicola

Harvey/Yesenia Lares-Martinez/Brandy Pagan/Ashley Philpo/Vanessa Rubio/Aranda

Salazar/Shanice Vincent/Mark Wallace 6,500

0.2550FTE x annual salary of 25,480.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

Financial Manager/IED - Madge Whistler 4,000

0.0538FTE x annual salary of 74,400.00

Responsible for overall agency operations, administration and financial management

Personnel Salaries Subtotal \$70,466

FRINGE BENEFITS

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

FICA & Medicare Tax - FTE @ 7.65% 5,355.42
Retirement System Contributions0
Employee Insurance - FTE @ \$720011,502.23
Workers Compensation Insurance - H/C based allocation2,181.70
State Unemployment Insurance 0

Fringe Benefits Subtotal\$19,039.34

TRAVEL

Local Mileage: Reimbursement to program direct staff for use of their privately owned vehicles in the performance of program duties within service area0

Travel Subtotal \$0

EQUIPMENT

Purchase of computer equipment and software with cost of \$5,000 or more per unit to maintain current technology for program direct staff0

Equipment Subtotal\$0

SUPPLIES

Food and Commodities1,200
Community Center & food-related supplies, resident care, cleaning, and other supplies necessary to support resident care and documentation1,000

Supplies Subtotal\$2,200

CONTRACTUAL (must also submit completed Subcontractor Data Sheets)

0

0

Contractual Subtotal\$0

OTHER

Depreciation - Depreciation of housing facilities, fixtures, equipment0

Communications - Fire and elevator emergency telecommunications; resident and operational telephone and internet services0

Insurance - Property and Casualty Insurance for housing facilities and vehicles used in housing operations0

Repair & Maintenance - Repair & maintenance of housing facilities0

Utilities - Electric, gas, water and waste services for housing facilities0

Other Subtotal\$0

TOTAL DIRECT SERVICES COSTS \$91,705.34

Administrative Costs

PERSONNEL

Director of Client Services - Todd Logan788
0.0158FTE x annual salary of 50,000.00

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

Responsible for all facets of housing program. Involved in direct services with residents.

Program Coordinator - Erika Hultquist781

0.0195FTE x annual salary of 40,000.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Housing Specialist - Esteban Olave938

0.0272FTE x annual salary of 34,500.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Facilities/Volunteer Coord - Blythe Plunkett675

0.0183FTE x annual salary of 37,000.00

Coordinates volunteers and responsible for maintenance of housing facilities.

DH Program Coordinator - Yvonne Mboss0

0.0000FTE x annual salary of 48,000.00

Responsible for overall agency management. Participates directly in provision of housing services by participating in resident staffings, admission decisions, by meeting with residents and families and by making decisions regarding facility operations.

DH RN - Diana Hershey0

0.0000FTE x annual salary of 59,500.00

Responsible for agency financial management.

DH Med Assistant - Crystal Cody0

0.0000FTE x annual salary of 35,000.00

Responsible for agency financial management.

DH FT Caregiver - Craig Sexton0

0.0000FTE x annual salary of 27,040.00

Responsible for agency financial management.

DH FT Caregiver - Chris Sellers0

0.0000FTE x annual salary of 27,040.00

Responsible for agency financial management.

DH FT Caregiver - Aaron Gobert0

0.0000FTE x annual salary of 28,080.00

Responsible for agency financial management.

DH Caregiver PRNs - Rebecca Byington/Rene Duchaney/Grant Keefer/Nicola

Harvey/Yesenia Lares-Martinez/Brandy Pagan/Ashley Philpo/Vanessa Rubio/Aranda

Salazar/Shanice Vincent/Mark Wallace0

0.0000FTE x annual salary of 25,480.00

Responsible for agency financial management.

Financial Manager/IED - Madge Whistler1,427

0.0192FTE x annual salary of 74,400.00

Responsible for agency financial management.

Personnel Subtotal\$4,610

FRINGE BENEFITS

FICA & Medicare Tax - FTE @ 7.65% 459

Retirement System Contributions0

Employee Insurance - FTE @ \$7200719

Workers Compensation Insurance - H/C based allocation562

State Unemployment Insurance 0

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

Fringe Benefits Subtotal\$1,740

SUPPLIES

Office and cleaning supplies and materials0

Supplies Subtotal\$0

CONTRACTUAL

Subcontracted services0

Supplies Subtotal\$0

OTHER

Depreciation - Depreciation of housing facilities, fixtures, equipment0

Communications - Fire and elevator emergency telecommunications; resident and operational telephone and internet services0

Insurance - Property and Casualty insurance for housing facilities and vehicles used in housing operations0

Repair & Maintenance - Repair & maintenance of housing facilities0

Utilities - Electric, gas, water and waste services for housing facilities0

Other Subtotal\$0

TOTAL ADMINISTRATIVE COSTS
\$6,350**TOTAL - DIRECT SERVICES and ADMINISTRATIVE COSTS BUDGET for FY 2016-2017**
Grant program\$98,055.34TBRA-Tenant Based Rental
Assistance

Agency Fundraising \$222,75574.20%

Program Income \$60,00019.98%

HOPWA\$17,4745.82%

TOTAL - All Funding Sources \$300,229100.00%**DIRECT SERVICE Costs - LINE ITEMS NARRATIVE****PERSONNEL**

Director of Client Services - Todd Logan800

0.0160FTE x annual salary of 50,000.00

Responsible for all facets of housing program. Involved in direct services with residents.

Program Coordinator - Erika Hultquist950

0.0238FTE x annual salary of 40,000.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Housing Specialist - Esteban Olave950

0.0275FTE x annual salary of 34,500.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Facilities/Volunteer Coord - Blythe Plunkett0

Created: 10/27/2017 3:23:00 PM **Last Modified:** 11/8/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

0.0000FTE x annual salary of 37,000.00

Coordinates volunteers and responsible for maintenance of housing facilities.

DH Program Coordinator - Yvonne Mboss0

0.0000FTE x annual salary of 48,000.00

Responsible for all resident care, including development of each resident's plan of care, coordination with other agencies involved with patient care, counseling of patients and families

DH RN - Diana Hershey0

0.0000FTE x annual salary of 59,500.00

Provides nursing care to residents; monitors infection control and risk management; provides training for staff and volunteers; coordinates with each resident's physician

DH Med Assistant - Crystal Cody0

0.0000FTE x annual salary of 35,000.00

Provides medication oversight, including setting up MAR, ordering refills, completing required double-counts, attending medical appointments, assessing status of wounds for reporting purposes

DH FT Caregiver - Craig Sexton0

0.0000FTE x annual salary of 27,040.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

DH FT Caregiver - Chris Sellers0

0.0000FTE x annual salary of 27,040.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

DH FT Caregiver - Aaron Gobert0

0.0000FTE x annual salary of 28,080.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

DH Caregiver PRNs - Rebecca Byington/Rene Duchaney/Grant Keefer/Nicola

Harvey/Yesenia Lares-Martinez/Brandy Pagan/Ashley Philpo/Vanessa Rubio/Aranda

Salazar/Shanice Vincent/Mark Wallace0

0.0000FTE x annual salary of 25,480.00

Provides personal care to residents; assists residents with skills of daily living; performs general household duties such as meal preparation

Financial Manager/IED - Madge Whistler380

0.0051FTE x annual salary of 74,400.00

Responsible for overall agency operations, administration and financial management

Personnel Salaries Subtotal\$3,080

FRINGE BENEFITS

FICA & Medicare Tax - FTE @ 7.65% 233

Retirement System Contributions0

Employee Insurance - FTE @ \$7200521

Workers Compensation Insurance - H/C based allocation0

State Unemployment Insurance 0

Fringe Benefits Subtotal\$754

TRAVEL

Local Mileage: Reimbursement to program direct staff for use of their privately owned vehicles in the performance of program duties within service area0

Travel Subtotal \$0

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

EQUIPMENT

Purchase of computer equipment and software with cost of \$5,000 or more per unit to maintain current technology for program direct staff0

Equipment Subtotal\$0

SUPPLIES

Food and Commodities0

Community Center & food-related supplies, resident care, cleaning, and other supplies necessary to support resident care and documentation0

Supplies Subtotal\$0

CONTRACTUAL (must also submit completed Subcontractor Data Sheets)

0

0

Contractual Subtotal\$0

OTHER

Depreciation - Depreciation of housing facilities, fixtures, equipment0

Communications - Fire and elevator emergency telecommunications; resident and operational telephone and internet services0

Insurance - Property and Casualty insurance for housing facilities and vehicles used in housing operations0

Leased Apartments for Clients12,500

Repair & Maintenance - Repair & maintenance of housing facilities0

Utilities - Electric, gas, water and waste services for housing facilities0

Other Subtotal\$12,500

TOTAL DIRECT SERVICES COSTS \$16,334

Administrative Costs

PERSONNEL

Director of Client Services - Todd Logan175

0.0035FTE x annual salary of 50,000.00

Responsible for all facets of housing program. Involved in direct services with residents.

Program Coordinator - Erika Hultquist310

0.0078FTE x annual salary of 40,000.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Housing Specialist - Esteban Olave310

0.0090FTE x annual salary of 34,500.00

Responsible for execution of all facets of housing program. Involved in direct services with residents.

Facilities/Volunteer Coord - Blythe Plunkett0

Created: 10/27/2017 3:23:00 PM **Last Modified:** 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

0.0000FTE x annual salary of 37,000.00

Coordinates volunteers and responsible for maintenance of housing facilities.

DH Program Coordinator - Yvonne Mboss0

0.0000FTE x annual salary of 48,000.00

Responsible for overall agency management. Participates directly in provision of housing services by participating in resident staffings, admission decisions, by meeting with residents and families and by making decisions regarding facility operations.

DH RN - Diana Hershey0

0.0000FTE x annual salary of 59,500.00

Responsible for agency financial management.

DH Med Assistant - Crystal Cody0

0.0000FTE x annual salary of 35,000.00

Responsible for agency financial management.

DH FT Caregiver - Craig Sexton0

0.0000FTE x annual salary of 27,040.00

Responsible for agency financial management.

DH FT Caregiver - Chris Sellers0

0.0000FTE x annual salary of 27,040.00

Responsible for agency financial management.

DH FT Caregiver - Aaron Gobert0

0.0000FTE x annual salary of 28,080.00

Responsible for agency financial management.

DH Caregiver PRNs - Rebecca Byington/Rene Duchaney/Grant Keefer/Nicola

Harvey/Yesenia Lares-Martinez/Brandy Pagan/Ashley Philpo/Vanessa Rubio/Aranda Salazar/Shanice Vincent/Mark Wallace0

0.0000FTE x annual salary of 25,480.00

Responsible for agency financial management.

Financial Manager/IED - Madge Whistler110

0.0015FTE x annual salary of 74,400.00

Responsible for agency financial management.

Personnel Subtotal\$905

FRINGE BENEFITS

FICA & Medicare Tax - FTE @ 7.65% 77

Retirement System Contributions0

Employee Insurance - FTE @ \$7200158

Workers Compensation Insurance - H/C based allocation0

State Unemployment Insurance 0

Fringe Benefits Subtotal\$235

SUPPLIES

Office and cleaning supplies and materials0

Supplies Subtotal\$0

CONTRACTUAL

Subcontracted services0

Created: 10/27/2017 3:23:00 PM Last Modified: 11/6/2017 11:21:00 AM

Program Budget for HIV - Combined Services and Narrative

Supplies Subtotal\$0

OTHER

Depreciation - Depreciation of housing facilities, fixtures, equipment0

Communications - Fire and elevator emergency telecommunications; resident and operational telephone and internet services0

Insurance - Property and Casualty insurance for housing facilities and vehicles used in housing operations0

Repair & Maintenance - Repair & maintenance of housing facilities0

Utilities - Electric, gas, water and waste services for housing facilities0

Other Subtotal\$0

TOTAL ADMINISTRATIVE COSTS \$1,140

**TOTAL - DIRECT SERVICES and ADMINISTRATIVE COSTS BUDGET for FY 2016-2017
Grant program\$17,474**

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination In Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of November, 2017

CONTRACTOR
Authorized
Signature

Title

PROTECT TRANSITIONS
Maeda E. Hill
INTERIM EXECUTIVE DIR

EXHIBIT D

HOPWA SUBRECIPIENTS – REQUIRED PERFORMANCE & FINANCIAL REPORTS

Reporting Requirements	Due Dates
HOPWA Financial Management Online Training: Grantee agrees to have at least one employee obtain a certificate of completion of HOPWA Financial Management Online Training at http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining	Within 90 days of the date of execution of the Grant Agreement
ARIES Monthly Data Report and ARIES YTD Data Report (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date totals.	Ongoing ARIES data input is required. Both ARIES Data Reports are due monthly, no later than the 15 th of each month for the previous month, uploaded into CIODM system
Monthly Performance Report and Monthly Financial Summary spreadsheets , including Program Income and Administrative Expenditures	Due no later than the 15 th of each month for the previous month, uploaded complete MS Excel spreadsheet sets into CIODM system
<i>(As applicable for each month where expenditures or performance are not within expected range):</i> Monthly Expenditure and Performance Variance Report by HIV Service Category (submitted in MS Word format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15 th of each month, uploaded as MS Word formatted file into CIODM system
Contractor Detail for Monthly Expenditures Report (general ledger/financial system transactions documentation)	Actual monthly & YTD expenditures report generated from the Contractor's financial system. Due no later than the 15 th of each month for the previous month, uploaded into CIODM system
Quarterly and Annual CAPER reports for all applicable HOPWA program measures, using the forms and instructions as provided by the City	Submitted by email to assigned City contract manager no later than the 15 th of the month following each quarter, or as directed by City
Semi-Annual OUTCOME Performance Measures report with cumulative YTD client results for numerators, denominators, and percentage rates achieved	April 16, 2018 (initial 6-month report) and November 15, 2018 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
Administrative and Fiscal Review (AFR) Annual report with all required attachments submitted into CIODM system	Due in conjunction with submission of the Grantee's annual financial audit report or financial review report
Final Term Period Closeout Report for the annual contract term	November 14, 2018
Annual Audit/ Financial Report with Management Letter and all related items – one, bound, hard copy original delivered to APH offices <u>plus</u> electronic forms completed and uploaded into CIODM system	No later than 270 calendar days after close of provider agency's fiscal year

Exhibit E
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
MODIFICATIONS TO THE STANDARD APH AGREEMENT
Incorporating 24 CFR Parts 91 and 574
Agreement Modifications

The City has received a Housing Opportunities for Persons with AIDS (HOPWA) formula grant from the United States Department of Housing and Urban Development (HUD) to operate a program to address the specific needs of persons living with HIV/AIDS and their families within the City. HOPWA-Related Services support activities that are designed to provide assisted housing, health services and social services for persons with HIV/AIDS and their families.

Grantee shall comply with HUD's HOPWA Program regulations that apply to the Austin Eligible Metropolitan Statistical Area (EMSA) HOPWA Program, including but not limited to the AIDS Housing Opportunity Act, 42 USC 12901 et seq. (Act), the HOPWA program regulations, 24 CFR Part 574, and the Consolidated Plan regulations, 24 CFR Part 91 (Regulations) and related income calculation regulations (24 CFR Parts 5,6509, .611 and .617), all of which are incorporated by reference into the Agreement.

In the Agreement and in this document, "Grantee" (termed "Project Sponsor" in Federal grant guidance) refers to the party who will provide services for the City.

1. Section 4.1.1. of the Agreement is deleted in its entirety and replaced by the following:

4.1.1. Grantee may not transfer any funds between different Service Categories without advance written approval from the City. Within a Service Category Budget, line item amounts under the major budget categories of Personnel, Fringe Benefits, Equipment, Travel, Supplies, Contractual and Other can be changed without prior approval, as long as the changes do not exceed ten percent (10%) of the total Service Category Budget. When there is a decrease or increase in a major budget category amount, the change must be recorded on all affected tab sheets under the Approved Budget Allocation column on the HIV Monthly Financial Report. When budget changes cumulatively exceed ten percent (10%) of the total Service Category Budget, Grantee shall submit a written request for Budget reallocation approval by the City's Agreement Manager.

2. Section 4.7.4. of the Agreement is deleted in its entirety and replaced by the following:

4.7.4. The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement, or b) not billed to the City at least five (5) business days before the Grantee's Program Period Closeout Report is submitted or due, whichever comes first.

3. Section 4.7. of the Agreement is modified to add the following as Section 4.7.9.:

4.7.9. Grantee agrees to collect and report program income as required by this Agreement and the Grant, and to list all program income received in its monthly performance and financial reports. The program income is to be returned to the respective HIV/AIDS program and used for eligible program costs. Program income is gross income directly generated by the grant-supported activity or earned as a result of the grant award. Program income includes, but is not limited to, income from fees for services performed such as direct payment, or reimbursements received from Medicaid, Medicare, private insurance or any third-party payers. Direct payment includes, but is not limited to enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Grantee agrees to add program income to Agreement funds and use program income to further eligible project or program objectives. Grantee shall ensure that systems are in place to account for program income. Program income shall be reported on the HIV Services Monthly Financial Summary Report and on other report formats as required by HUD or the City.

4. Section 4.8.4. of the Agreement is modified to include the following additional items as specifically **not allowable** with funds under this Agreement:

- 21. Expenses subject to reimbursement by a source other than the City
- 22. Expenses claimed that would supplant other funding sources already in place
- 23. Expenses specifically not allowed under the terms and conditions of the original funding source of this Agreement

5. Section 4.9.2. of the Agreement is deleted in its entirety and replaced by the following:

4.9.2. Payment to the Grantee shall be due thirty (30) calendar days following receipt by Stephanie Hayden, City's Agreement Manager, or designee, of Grantee's fully and accurately completed Expenditure Report and Payment Request, HIV Monthly Financial Summary Report, Monthly Performance Report, AIDS Regional Information and Evaluation System (ARIES) Monthly and Year-To-Date (YTD) Data Reports, and, if applicable, Monthly Expenditure and Performance Variance Report. The payment request and report must be submitted to the City's Agreement Manager no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the calendar month covered by the request and expenditure report, as described in Section 4.2., *Requests for Payment*. If the fifteenth (15th) calendar day falls on a weekend or holiday, the deadline is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Grantee shall provide supporting documentation as specified by the City's Agreement Manager and must complete the following reports and other activities on a timely basis in order for the Payment Request to be approved and processed:

4.9.2.1. To attain standardized unduplicated client-level data management, the Grantee agrees to use the AIDS Regional Information and Evaluation System (ARIES) or other data management system designated by the City. Grantee shall ensure that complete and correct client-level data are entered into ARIES. Grantee shall enter service delivery data into ARIES or other data management system designated by the City, within five (5) business days of providing the service.

4.9.2.2. Grantee shall submit a Consolidated Quarterly Performance and Evaluation Report (CQPER) within fifteen (15) calendar days following the end of the quarter with the Grantee's Payment Request and Monthly Financial Summary Report. Grantee shall provide supporting documentation upon request. Grantee shall collect and maintain unduplicated client-level data that may be used to create aggregate counts for the purpose of data reporting to HUD's CAPER.

4.9.2.3. Grantee agrees to submit to City any other reports identified by HUD or City.

4.9.2.4. Grantee shall document all referral relationships with points of entry to help identify HIV positive clients, refer them into the health care system, retain subsequent client referral documentation, and make such documentation available for review by HUD and the City upon request.

4.9.2.5. Grantee shall determine on a monthly basis that the cumulative number of units of service delivered and the cumulative amount of reimbursement requested both fall within ten percent (10%) below or above the appropriate level at that particular time during the Agreement term for service measure deliverables and projected expenditure spend-down.

4.9.2.6. If an Agreement service is not within the ten percent (10%) level, written explanation must be provided on the Monthly Expenditure and Performance Variance Report.

4.9.2.7. If the cumulative service delivery or amount of reimbursement is not within the ten percent (10%) level, City may require Grantee to either:

- i. submit a revised expenditure plan; or
- ii. amend the budget amount for this Agreement to the amount projected to be expended, as determined by the City.

6. Section 4.9.3. of the Agreement is deleted in its entirety.

7. Section 4.9.4. of the Agreement is deleted in its entirety and replaced by the following:

4.9.4. An Agreement Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/>, or substitute forms designated by the City, shall be completed by the Grantee and submitted to the City within forty-five (45) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

8. Section 4.11. of the Agreement is modified to add the following as 4.11.5.:

4.11.5. Grantee acknowledges that the City, HUD, or its designee(s) may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and effectiveness of Grantee's performance of this Agreement. HUD or the City will notify Grantee in writing of any deficiencies noted during such monitoring. Grantee shall respond to the monitoring report by the required deadline. HUD or the City will provide technical assistance, upon request, to Grantee and will require or suggest changes in Grantee's program implementation or in Grantee's accounting, personnel, procurement, and

management procedures in order to correct any deficiencies noted. HUD or the City will conduct follow-up visits to review and assess the efforts Grantee has made to correct previously noted deficiencies. HUD or the City may terminate this Agreement or invoke other remedies in the event monitoring reveals material deficiencies in Grantee's performance or if Grantee fails to correct any deficiency within the time allowed by federal or City laws or regulations.

9. Section 4.12.9 of the Agreement is deleted in its entirety and replaced by the following:

4.12.9. Accessibility of Records and Right to Audit and Monitor

- a. Grantee agrees that the representatives of HUD, the U.S. Government Accountability Office, the Texas Comptroller, the State Auditor's Office, the Office of the City Auditor, or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all books, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by Grantee pertaining to this Agreement. Upon request, the Grantee agrees to mask client-identifying information in a way that will not obstruct such audit and monitoring activities. The Grantee shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit. Upon termination of this Agreement, all records are property of the City. Unless otherwise requested by the City, records may be disposed of according to applicable regulations on the retention schedule.
- b. Grantee shall include all of the provisions of this section in any sub-agreements entered into in connection with the services provided under this Agreement.

10. Section 4.13.2. of the Agreement is deleted in its entirety and replaced by the following:

4.13.2. Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of five thousand dollars (\$5,000) or more per unit in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Closeout Summary Report, due forty-five (45) days after the end of the Agreement Term.

11. Section 7.2. of the Agreement is deleted in its entirety and replaced by the following:

7.2. Performance Standards

7.2.1. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards

and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

7.2.2. Grantee and any subcontractors are required to comply with all applicable federal and local standards for delivery of HOPWA client services as outlined through the HUD Exchange, in the HOPWA Grantee Oversight Resource Guide, HOPWA Confidentiality Guide, Rental Assistance Guidebook, and STRMU Guidebook. Grantee warrants that it has reviewed the applicable Austin Area Standards of Care, agrees to observe them, and agrees that they are incorporated by reference. Grantee shall provide training to staff on applicable Standards of Care related to their positions, including within ninety (90) calendar days of receipt of the Standards of Care from HHSD, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Standards of Care training shall be maintained and reported as required by HHSD.

7.2.3. Grantee agrees to take all necessary actions to ensure that people with limited English proficiency can meaningfully access health and social services.

7.2.4. Grantee must have and adhere to a Grievance Policy and Procedures which shall be available in both English and Spanish and posted in a public area that is accessible to clients. Grantee shall adhere to the Austin Area Grievance Policy and Procedures compliant with applicable HOPWA requirements. Clients may request an appeal for termination from any HOPWA program per local HOPWA termination policy.

7.2.5. Grantee agrees to participate in City's clinical Quality Improvement Management Program and comply with all related training and other requirements.

12. The Agreement is modified to add the following as Section 8.29.:

8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

13. The Agreement is modified to add the following as Section 8.31.:

8.31 Violence Against Women Act (VAWA). In 2016, HUD published a final rule, 81 FR 80724, implementing provisions of the Violence Against Women Act (VAWA) in its housing programs. The purpose of the Final Rule is to protect applicants, tenants, and

program participants in certain HUD programs (including HOPWA) from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender, gender identity, or sexual orientation.

HOPWA-assisted tenants may not be denied tenancy or occupancy rights solely due to any of the four criminal activities listed above if they were committed by a member of the household or any guest and the tenant or an affiliated individual of the tenant is the victim or threatened victim. If the perpetrator is the HOPWA-eligible member of the household, the remaining household will be allowed a grace period not to exceed one year and any less than nine months to apply for HOPWA-assistance or find alternative housing. Housing assistance and supportive services will continue to be provided to remaining members during the grace period.

Grantee is required to add a VAWA Lease Addenda to any lease agreements and provide forms "HUD-5380: Notice of Occupancy Rights Under the Violence Against Women Act" and "HUD-5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation" to tenants and applicants. Grantee will also be required to develop and "Emergency Transfer Plan" to be used for victims of any of the four criminal activities listed above. The form "HUD-5381: Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" may be used as a model for this plan. Note that STRMU and Emergency/Short-Term Facilities are exempted from VAWA requirements except that no individual may be denied assistance, have their assistance terminated, or be removed on the basis or as a direct result of the fact that the individual is or has been a victim or survivor of domestic violence, dating violence, sexual assault, or stalking.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

FEDERAL AWARD IDENTIFICATION

1. Subrecipient Name: Project Transitions, Inc.
2. Subrecipient's DUNS Number: 788375921
3. Federal Award Identification Number: TXH17F004
4. Federal Award Date (date the Federal Award is signed by Federal awarding agency official): 9/22/2017
5. Subaward Period of Performance Start and End Date:
Start Date 10/1/2017
End Date 9/30/2018
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: 354,415.34
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: 354,415.34
8. Total Amount of Federal Award awarded to the pass-through entity: 1,296,948
9. Federal Award Project Description (please provide a brief, but concise, description of the purpose and intended outcomes of the subaward):
The goal of the Project Transitions HOPWA program is to increase individual health outcomes and reduce community viral load by providing stable housing to support maintenance in medical care and medication adherence.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:
Federal Awarding Agency: U.S. Dept. of Housing and Urban Development
Pass Through Entity: Austin Public Health, City of Austin
Awarding Official Contact Information: Rosie Trulove, NHCD Interim Department Director
(512) 974-3064, rosie.trulove@austintexas.gov
11. CFDA Number and Name: Housing Opportunities for Person With AIDS CFDA #14.241
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-268863

Date Filed:
10/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Project Transitions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin - Austin Public Health

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 9100 NG180000002

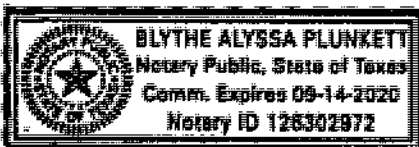
Housing and Supportive Services for People Living with HIV/AIDS

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Davis, Craig	Austin, TX United States	X	
	Albertson, Matthew	Austin, TX United States	X	
	West, Tony	Austin, TX United States	X	
	Hodgkins, Blair	Austin, TX United States	X	
	Simmons, Joel	Austin, TX United States	X	
	Garza, Bob	Austin, TX United States	X	
	Goldman, Cindy	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE.

Sworn to and subscribed before me, by the said MADGE WHISTLER, this the 10TH day of OCTOBER, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

BLYTHE PLUNKETT
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath